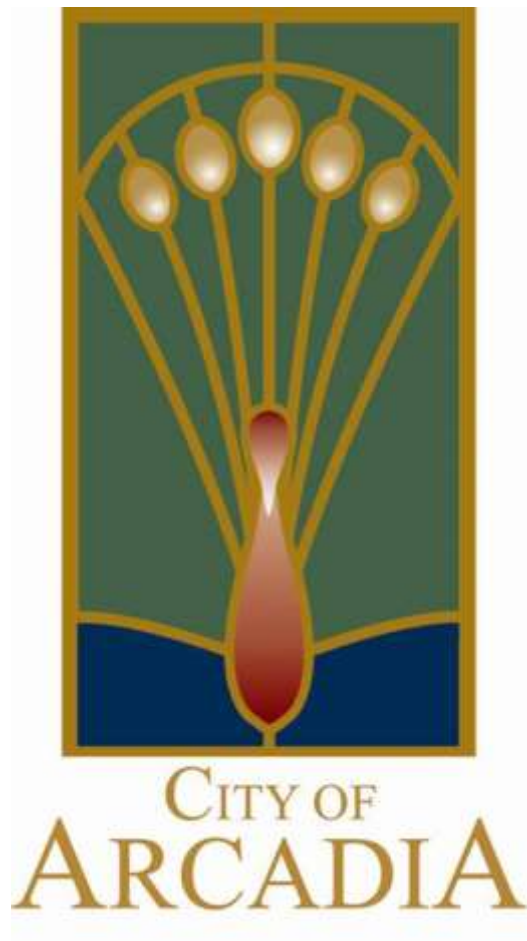


**CITY OF ARCADIA
AND
ARCADIA CITY EMPLOYEES ASSOCIATION
(CONFIDENTIAL/SUPERVISORY/PROFESSIONAL UNIT
AND GENERAL EMPLOYEE UNIT)**



**MEMORANDUM OF UNDERSTANDING
APRIL 1, 2014 – JUNE 30, 2018**

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PREAMBLE

It is the purpose of the Memorandum of Understanding to promote and provide for harmonious relations, cooperation and communication between City Management and the City employees covered by this Memorandum. As a result of good faith negotiations between City Management representatives and Association representatives, this Memorandum sets forth the Agreement regarding wages, hours, and other terms and conditions of employment for the employees covered by this Memorandum. This Memorandum provides for an orderly means of resolving differences which may arise from time to time during its term.

ARTICLE I

Section A. PARTIES AND RECOGNITION

The Memorandum of Understanding is made and entered into between the management representatives of the City of Arcadia, hereinafter referred to as the "City" and representatives of the Arcadia City Employees Association, a formally recognized exclusive employee organization, hereinafter referred to as the "Association", pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code §§3500 et. seq.).

Section B. APPROPRIATE UNIT

The classifications covered by this agreement are:

Confidential/Supervisory/Professional Unit

*Accounting Specialist
Assistant Engineer
Assistant Planner
Associate Civil Engineer
Associate Planner
Deputy City Clerk
Librarian I & II*

*Principal Librarian
Records/Legal Technician
Revenue Collection Specialist
Senior Combination
Inspector
Senior Library Technician
Senior Planner*

General Employee Unit

<i>Accountant</i>	<i>Info and Referral Coordinator</i>
<i>Accounting Technician I & II</i>	<i>Information Systems Specialist</i>
<i>Administrative Assistant</i>	<i>Library Technician I & II</i>
<i>Building Technician I & II</i>	<i>Museum Education Coordinator</i>
<i>Business License Officer</i>	<i>Office Assistant</i>
<i>Circulation Services Supervisor</i>	<i>Public Works Inspector</i>
<i>Code Services Officer</i>	<i>Public Works Office Coordinator</i>
<i>Combination Inspector</i>	<i>Recreation Coordinator</i>
<i>Communications & Marketing Specialist I & II</i>	<i>Senior Engineering Assistant</i>
<i>Engineering Assistant</i>	<i>Senior Accounting Technician</i>
<i>Fire Inspector</i>	<i>Senior Administrative Assistant</i>
<i>Fire Administrative Specialist</i>	<i>Senior Citizens Program Specialist</i>
<i>Historical Museum Curator</i>	<i>Senior Citizens Project Specialist</i>

Section C. MUTUAL RECOMMENDATION AND IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be presented to the City Council, subsequent to the ratification meeting by the membership of the Confidential/Supervisory/Professional Unit and the General Employees Unit. It is agreed that this memorandum shall not be binding upon the parties either in whole or in part unless and until the City Council formally acts, by majority vote, to approve and adopt said Memorandum.

Section D. AUTHORIZED AGENTS

The City's principal authorized agent shall be the *City Manager*, 240 W. Huntington Drive, Arcadia, California, 91007, except where a particular City representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

The Confidential/Supervisory/Professional and General Employee's authorized representative is Beth Stogner, President of the Arcadia City Employees Association, 240 W. Huntington Drive, Arcadia, California, 91007. The duly authorized staff representative is Robin Nahin, Executive Director of City Employees Associates, 2918 E 7th Street, Long Beach, California, 90804.

Section E. NOTICE

The City agrees to give the Association notice of any changes, additions, or deletions of bargaining unit by classifications via an emailed copy of the Human Resources Commission Agenda. The agenda will be emailed to the Association's authorized agent at the same time the agenda is sent to Commission members. The Association shall be responsible for providing the City with the authorized agent's email address.

ARTICLE II

Section A. TERM

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective upon ratification of the City Council effective April 1, 2014 and ending June 30, 2018.

Section B. SAVINGS CLAUSE

If any provision or the application of any provision of this Agreement as implemented should be rendered or declared invalid by any final court action or decree or by reasons of any preemptive legislation, the remaining Sections of this Agreement shall remain in full force and effect for the duration of said agreement. In the event any section of this Memorandum is declared invalid, the City agrees to meet and confer with the Association, upon request, regarding the impact or implementation of the court order or decree or legislation.

Section C. NO STRIKE CLAUSE

1. It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slow-down, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.
2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members not to strike, stop work, slow-down, or picket obstructively, and the Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.

It is agreed and understood that any employee concertedly violating this article may be subject to disciplinary action up to and including discharge, and/or, may be considered to have automatically resigned from the City service. For purposes of this article, any employee deemed to have automatically resigned shall be eligible to utilize the Grievance Procedure as provided in this Agreement.

3. It is understood that in the event this article is violated, the City shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in any other City rules, regulations, resolutions and/or ordinances, from any employee and/or the Association. No such actions shall be taken by the City in the event that the Association acts in good faith in accordance with paragraph 2 above.
4. The expiration or violation of this Agreement shall not prejudice the City's right to assert to the illegality of any such activities mentioned above if engaged in by the Association or employees. Upon the expiration of this Agreement, this language shall not prevent the Association from engaging in such activities mentioned above, to the extent such activity is otherwise legal for public employees to participate in.

ARTICLE III ASSOCIATION RIGHTS

Section A. AGENCY SHOP AGREEMENT

1. Legislative Authority. The City of Arcadia (City) and the Arcadia City Employees Association, Confidential, Supervisory, Professional, and General Employee Bargaining Unit (Association) mutually understand and agree that in accordance with State of California law, per adoption of SB 739, and the Agency Shop election held on September 15, 2005, a simple majority of ballots cast by regular employees in classifications represented by the Association voted to be covered by an Agency Shop agreement. As a result of the Agency Shop election, as a condition of continued employment, this Agency Shop agreement hereby requires that all bargaining unit employees:
 - a. Elect to join the Association and pay Association dues;
 - b. Pay an agency fee for representation; or
 - c. With a religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

The following agency shop provision will be implemented, in conformity with California Government Code §3502.5 and applicable law.

2. Association Dues/Agency Fee Collection. The Administrative Services Department shall deduct Association dues, agency fee and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Administrative Services Department. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have an Association dues or agency fee deduction for that pay period.

The Association shall notify the City of any agency fee payer who elects to only pay fair share fees, the fee equal to direct representation costs as determined by the Association's certified financial report. The Association shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer's paycheck.

3. New Hire Notification. All new hires in the Confidential, Supervisory, Professional, and General Employee Bargaining Unit shall be informed by the Human Resources Division of the Administrative Services Department, at the time of hire, that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this Agreement, the Memorandum of Understanding and a form, mutually developed between the City and the Association that outlines the employee's choices under the Agency Shop agreement.

The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Administrative Services Department. The Association may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Association.

4. Failure to Pay Dues/Fees. All unit employees who choose not to become members of the Arcadia City Employees Association shall be required to pay to Arcadia City Employees Association a representation service fee that represents such employee's proportionate share of Arcadia City Employees Association cost of legally authorized representation services on behalf of unit employees in their relations with the City of Arcadia. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by unit employees who are members of Arcadia City Employees Association. Unit employees who attain such status after the effective date of this Agreement shall be subject to its terms thirty (30) days after attaining unit status.

5. Leave Without Pay/Temporary Assignment Out of Unit. Employees on an unpaid leave of absence or temporarily assigned out of the unit as a Supervisor shall be excused from paying dues, agency shop fees, or charitable contributions.
6. Religious Exemption. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to pay an agency fee, but shall pay by means of mandatory payroll deduction an amount equal to the agency fee to a nonreligious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Those fees shall be remitted by the City, at the choice of the employee, to one of the following non-labor, non-religious charitable organizations: United Way or American Red Cross.

To qualify for the religious exemption the employee must provide to Arcadia City Employees Association, with a copy to the City, a written statement of objection, along with verifiable evidence of membership in a religious body as described above. The City will implement the change in status within thirty (30) days unless notified by Arcadia City Employees Association that the requested exemption is not valid. The City shall not be made a party to any dispute arising relative to the determination of religious exemptions.

Any of the above-described payment obligations shall be processed by the City in the usual and customary manner and time frames.

7. Records. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to Agency Fee payers, within sixty (60) days after the end of its fiscal year, a written financial report thereof in the form of a balance sheet certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

The City shall provide the Association a list of all unit members and dues paying status with each Association dues check remitted to the Association.

8. Rescission of Agreement. The Agency Shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all the employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.
9. Indemnification. The Association shall indemnify, defend and hold the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

Section B. RIGHT TO JOIN

The City and the Association recognize the right of the employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to join or participate in employee organization activities.

During the life of this contract all unit members who choose to become members of the Association shall be required to maintain their membership in the Association in good standing, subject however, to the right to resign from membership no sooner than April 15, or later than May 15, of the year this MOU expires. Any unit member may exercise the right to resign by submitting a written notice to the Association and to the City during the resignation period.

The City and the Association agree that neither shall discriminate, nor retaliate against any employee for the employee's participation or non-participation in any Association activity.

Section C. USE OF BULLETIN BOARDS

The City shall provide for the Association's use, designated bulletin boards where employees in the bargaining unit have access during regular business hours subject to the following conditions:

1. All postings for bulletin boards must contain the date of posting and the identification of the organization; and
2. The Association will not post information which is defamatory, derogatory or obscene, subject to the immediate removal of the right to post for a period not to exceed 90 days.

Locking bulletin boards will be made available in the Library, City Hall, Fire Station #1, Police Department and Recreation Center, and regular bulletin boards will be made available in Fire Station #2, and the City Service Center at a location approved by the Department Administrator, or *City Manager*.

Section D. PAYROLL DEDUCTION

The City will deduct from the second paycheck of each month and remit to the Association, pay of Association members the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee subject to the following conditions:

1. Such deduction shall be made only upon submission of deduction form to the designated City representative. Said form shall be duly completed and signed by the employee.
2. The City shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen days or longer after such submission.

Every effort will be made to remit dues to the Association within two weeks of receipt. The Association agrees to indemnify and hold the City harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the City for the purpose of complying with this Section.

Section E. ACCESS TO FACILITIES

All Association business will be conducted by employees and Association representatives outside of established work hours.

Nothing herein shall be construed to prevent an Association representative or an employee from contacting the *Human Resources Administrator* or other management representatives regarding personnel related matters during work hours.

The authorized Association Business Agent shall be given access to work locations during working hours provided that prior to visiting any work location the Association representative shall:

1. Contact the *Human Resources Administrator* or his designee, to state the purpose of his/her visit and which location he/she will be visiting; and
2. The *Human Resources Administrator* or designee determines that such visit shall not interfere with the operations of the department.

In the event the requested time and/or location of such visit by the Association Business Agent is denied because it would interfere with the operations of the department, the *Human Resources Administrator* or his designee shall set an alternative time and/or location for such visit within 72 hours.

The Association may schedule after work hours meetings in the City Conference rooms or the City Council Chambers at such times these facilities are not in use by submitting a written request to the appropriate City administrator which shall include the date, time, number of people expected, general reason for the meeting, and an acknowledgment that no food or beverages will be consumed in City facilities. Approval will be granted in the same manner as it is granted to other organizations.

Section F. ASSOCIATION STEWARDS

1. Three (3) *Association Stewards* who are authorized to represent the Confidential/Supervisory/ Professional employees and the four (4) *Association Stewards* who are authorized to represent the General employee bargaining unit shall be selected in such manner as the Association may determine. The Association shall notify the employer in writing of the names of the seven (7) *Association Stewards*.
2. The three (3) *Stewards* who are authorized to represent the Confidential/Supervisory/ Professional employees and the four (4) *Association Stewards* who are authorized to represent the General employee bargaining unit shall be permitted one day off without pay each calendar year to attend a training session. Advance written notice of no less than fourteen (14) calendar days shall be given to each *Association Steward's* supervisor.

Association Stewards are allowed reasonable release time to participate in meetings related to negotiations. *Association Stewards* shall be provided release time during *their* regular work hours for the purpose of:

- a. Representation at a meeting that is reasonably expected to result in discipline when the Association Business Agent is not available to be present;
- b. Representation at a grievance hearing;
- c. Special meeting with *Human Resources Administrator*, or designee, and Association Business Agent to resolve problems within the scope of bargaining; and/or
- d. A fifteen (15) minute orientation period with new hires at the beginning of a new employee orientation conducted by the Human Resources Division.

In addition, *Association Stewards* shall be provided a maximum of two (2) hours per month of release time during his/her regular work hours to attend to other Association business, as needed.

No further release time is provided for the preparation, investigation, or processing of disciplinary issues, grievances, or other Association business.

To facilitate the process, *Association Stewards* shall contact the *Human Resources Administrator* or designee to arrange the time to conduct Association business as described above. Not more than one (1) of the designated *Steward* representatives may participate in any special meeting to resolve a problem within the scope of bargaining or grievance hearing at one time unless agreed to by the *Human Resources Administrator*.

Time spent on *Association Stewards* activities outside of normal working hours is not compensable.

Section G. REASONABLE NOTICE

The City will provide fifteen (15) business days notice prior to final implementation of changes to wages, hours of work, or other terms and conditions of employment within the scope of negotiations. Upon written notice from the Association outlining the area(s) of concern, together with the Association's proposal, the City will meet and confer on those matters that are within the scope of negotiations.

In addition, the City shall mail to the Association and the chief shop steward a copy of the agendas for each City Council and/or Human Resources Commission meeting.

Section H. LIST OF NAMES

The Association shall provide and maintain, with the City, a current list of the names of all authorized representatives of the Confidential/Supervisory/Professional Unit and the General Employee Unit.

ARTICLE IV MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Charter of the City of Arcadia, and/or the laws and Constitution of the United States of America.

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this Agreement is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the Personnel Rules and Regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties for lack of work or other good reason; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out, including the right to subcontract unit work.

ARTICLE V COMPENSATION

Section A. SALARY SCHEDULES

The City agrees to increase base salaries of classifications covered by this MOU in the amount of two percent (2%), effective April 1, 2014, July 1, 2015, and July 1, 2016, and two and one-half percent (2.5%), effective July 1, 2017. The salary schedules for classifications covered by this MOU are set forth on *Exhibit A* and incorporated herein.

Section B. PROMOTION OR ADVANCEMENT

1. When an employee is promoted, the pay shall advance to the lowest step in such higher range that will provide not less than an approximate five percent (5%) increase in compensation unless the top step in such range provides less than that amount. Such one step of approximately five percent (5%) shall be measured by the range from which the employee is promoted.
2. When an employee is promoted to a higher classification, the date of promotion shall be used in determining the date of future step increases.

Section C. PERCENTAGES BETWEEN STEPS

The parties acknowledge that the percentage between steps within a range is approximately two and one-half percent (2.5%).

Section D. ADVANCEMENT THROUGH STEPS

The advancement through the salary steps is discretionary based upon satisfactory performance and continuous service in the same classification. The following schedule is the continuous service time required for a qualified employee to receive each step increase:

A Step to C Step:	6 months
All other Steps:	12 months

Salary step advancements may be withheld or delayed by the appointing authority if an employee's performance does not merit such advancement.

During the term of this Agreement, individuals will advance in their rates of compensation two steps (approximately 5.0%) on their anniversary date upon receiving a satisfactory performance evaluation

ARTICLE VI RETIREMENT

Section A. EMPLOYEES HIRED BEFORE JULY 1, 2011

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. 2.5% @ 55 retirement formula (Government Code §21354.4);
2. Single highest year final compensation (Government Code §20042);
3. Post Retirement Survivor Continuance;
4. Credit for Unused sick leave (Government Code §20965);
5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period;
6. Third level 1959 Survivors Benefit allowance Government Code §21573);
7. Military service credit as public service option Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit;
8. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service purchases;
9. Provided the employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) toward the pre-tax payroll deduction plan for service credit purchases;
10. Special compensation items shall be reported to CalPERS in accordance with applicable law;

11. Employees agree to make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. The cost sharing arrangement will be implemented as follows:

Employees will pay seven percent of PERSable compensation to CalPERS retirement (7%) via payroll deduction toward the City's Employer Contribution to CalPERS, and said amount will be allocated to the employer's account.

12. In addition to the foregoing cost sharing payments, employees shall continue to pay one percent (1%) of the member contribution to CalPERS.
13. The City shall continue to pay the cost of the employees' member contribution to CalPERS in the amount of seven percent (7%) (EPMC) and shall continue to report that as additional compensation pursuant to §20636(c)(4) of the Government Code. Further, said amount will be allocated to the employee's retirement account.
14. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .276%. The cost-sharing arrangement will be implemented as follows:

Employees will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement.

Section B. EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011 OTHER THAN NEW CALPERS MEMBERS

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. 2% at age 60 retirement formula (Government Code §21353);
2. Three (3) year average final compensation period (Government Code §20037);
3. Post Retirement Survivor Continuance;
4. Credit for Unused sick leave (Government Code §20965);
5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period;
6. Third level 1959 Survivors Benefit allowance Government Code §21573);
7. Military service credit as public service option Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit;
8. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service purchases;
9. Provided the employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) toward the pre-tax payroll deduction plan for service credit purchases;
10. Special compensation items shall be reported to CalPERS in accordance with applicable law;
11. Employee will pay the full seven percent (7%) member contribution to CalPERS via payroll deduction;
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost –share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .276%.

The cost-sharing arrangement will be implemented as follows:

Employees will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement.

Section C. NEW CalPERS MEMBERS HIRED ON OR AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. 2% at age 62 retirement formula (Government Code §7522.20);
2. Three (3) year average final compensation period (Government Code §20037);
3. Post Retirement Survivor Continuance;
4. Credit for Unused sick leave (Government Code §20965);
5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period;
6. Third level 1959 Survivors Benefit allowance Government Code §21573);
7. Military service credit as public service option Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit;
8. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service purchases;
9. Provided the employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) toward the pre-tax payroll deduction plan for service credit purchases;
10. Special compensation items shall be reported to CalPERS in accordance with applicable law;
11. Employee will pay 50% of the normal cost, currently six and three quarters percent (6.75%) member contribution to CalPERS on a pre-tax basis via payroll deduction;
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost –share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects

thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .276%.

The cost-sharing arrangement will be implemented as follows:

Employees will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement.

Section D. DEFERRED COMPENSATION

Employees may elect to allocate salary to the City's 457 Plan on a pre-tax basis in accordance with the provisions of the Plan.

ARTICLE VII HOURS

Section A. OVERTIME

With the approval of the *City Manager*, and when necessary to perform essential work, a Department Administrator may require an employee(s) to work at any time other than during regular working hours until such work is completed. Represented employees required to be in a work status beyond forty (40) hours in a designated work week, or to work in excess of the regularly scheduled shift, shall be paid at the rate of one and one-half times the employee's regular hourly rate. For purposes of overtime calculation, paid sick leave when accompanied by a doctor's slip verifying illness and all other paid leave time shall be regarded as hours worked. No overtime credit shall be allowed for any period less than one-quarter hour. Overtime shall be rounded to the nearest one-quarter hour.

When a represented employee is directed by his/her Department Administrator or the *City Manager* to attend classes or City functions at times other than regularly scheduled work hours which cause the employee to be in a work status in excess of 40 hours in a designated work week, the employee shall be paid at the rate of time and one-half the employee's regular rate of pay. This does not apply to classes or other functions which the employee voluntarily attends.

The Department Administrator or *City Manager* may permit an employee to take compensatory time in lieu of paid overtime. With Department Administrator approval, represented employees shall be permitted to accumulate compensatory time only to a maximum of one hundred (100) hours. When the maximum level of compensatory time is reached, overtime shall be paid. The scheduling of compensatory time off shall not result in the pyramiding of overtime.

An employee, who has accrued compensatory time and requested use of accrued compensatory time, shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operation of the City. An employee's request to use compensatory time shall not be denied on the basis that it would require the payment of overtime to the replacement employee. The City will assist employees by posting the opportunity, however, it is the responsibility of the employee to find coverage.

Section B. REST PERIODS

Represented employees shall receive for each eight (8) or nine (9) hour shift worked, at the discretion of the respective department, two (2) fifteen (15) minute rest periods, one each approximately at the mid-point of each one-half shift. Office personnel shall not leave City property during break periods, and field personnel shall take breaks at the work site. Employees in transit between work sites may take their rest period at a location between the normal route of work locations. Rest periods are for the good of the employee, but periods cannot be used to make up for other lost time. Rest periods are not cumulative and may not be taken concurrently with lunch periods.

Section C. WORK SCHEDULES

The City may establish and change work schedules, work times and work hours, and assign employees thereto, in its sole discretion; provided, however, if the City decides to eliminate a current alternate work schedule (5/40, 9/80, 4/10), the City agrees it will meet and confer with the Association prior to eliminating the alternate work schedule. If, after meeting and conferring with the Association, the City decides to proceed with its decision to eliminate an alternate work schedule, affected employees shall receive a minimum of two (2) weeks notice of the change.

Except for emergencies and temporary changes in work schedules, work times and work hours, which shall be defined for six months or less, affected employees shall be given a minimum of two (2) weeks notice of change in work hours, work times and work schedules. In the case of an emergency or temporary change in work schedules, work times or work hours, reasonable notice shall be given to affected employees.

ARTICLE VIII STABILITY PAY/LONGEVITY PAY

Section A. STABILITY PAY

See Side Letter as *Exhibit B*.

Section B. LONGEVITY PAY

A Longevity Pay benefit will be implemented based on the following formula:

<u>Completed Years of Continuous Service</u>	<u>Amount Per Pay Period</u>
5- 9 Yrs	\$42.02
10-14 Yrs	\$63.04
15 + Yrs	\$84.06

The Longevity Pay benefit is effective the pay period an employee completes 5, 10 or 15 years of continuous employment with the City. The foregoing amounts shall be subject to applicable payroll deductions

Permanent Part Time Employees covered under this Agreement receive half of the benefit amount listed in Section B.

ARTICLE IX TUITION LOAN/REIMBURSEMENT

Employees shall be eligible for tuition advancement or reimbursement who have completed at least one probationary period in the Classified Service, or one year of continuous service if employment is "at-will," subject to the conditions below. To qualify for tuition advancement/reimbursement, a Tuition Loan/Reimbursement Form must be submitted and pre-approved by the employee's Department Head and *Human Resources Administrator*, before the course(s) begin.

Tuition loan or reimbursement shall only be for courses, specialized training, or degree programs "job-related" that are directly related to the employee's position as determined by the *City Manager* or designee.

The Tuition Loan/Reimbursement Program will operate on a fiscal year basis (July 1 through June 30) and shall be subject to the availability of funds as determined by the City. The maximum loan or reimbursement amount shall be **\$4,126** for undergraduate courses and **\$5,062** for graduate courses. Eligible fees include tuition, on campus parking fees and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable. Permanent part-time employees shall receive one-half of the benefit.

All course work must be completed while employed by the City of Arcadia with a passing grade of "C" or equivalent when numerical score or pass/fail grade is given. If the employee either does not receive a "C" or better or for any reason does not finish the class, the advance is due and payable.

Any employee who shall voluntarily retire or terminate employment or be terminated for disciplinary cause within one year from the completion of a class or classes shall refund all tuition paid under this provision for those specific classes unless they were required to attend by the appointing power. An employee who separates employment and who received tuition advancement and did not complete a class or classes within one (1) year from the advancement, shall refund all tuition advanced and be subject to the provisions outlined in the Advanced Tuition Participation and Loan Agreement. Employees who retire on a Disability or Industrial Disability Retirement, or are laid off shall not be required to refund tuition fees.

The City reserves the right to investigate any school and approve or disapprove it for advancement or reimbursement if such action appears warranted. Courses must be taken at an accredited education institution, which is defined as any college or university which has been accredited by a recognized government or professional accrediting body (as determined by the City). Additionally, the City reserves the right to deny any course(s), specialized training or degree programs determined by the *City Manager* to be non-job related.

ARTICLE X MILEAGE REIMBURSEMENT

Mileage is reimbursed at a rate established by the City for travel in an employee's personal vehicle in connection with City business. Prior approval must be obtained from the immediate supervisor or Department Head. If travel is required frequently during a month, reimbursement will be made once a month. Completed mileage forms shall be submitted to the Department Head consistent with the administrative policy.

Any employee authorized to use a personal vehicle must maintain an insurance policy meeting the standards established by the *City Manager*.

ARTICLE XI HEALTH, DENTAL AND LIFE INSURANCE

Section A. CONTRIBUTIONS

The City shall provide regular full-time employees in a classification represented by this Agreement with the following contributions:

1. CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) ("**Minimum Contribution**") per month per employee for health insurance (This language does not reduce the City's current maximum health insurance contribution for employees or limit cash back).
2. Dental Insurance – Mandatory Enrollment: The City will contribute the employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.
3. Optional Benefits – Full-Time Employees: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee's health and dental insurance benefit allowance through a contribution to a Internal Revenue Code §125 Cafeteria Plan as follows:

Effective April 1, 2014:

- a. The City shall pay up to a maximum of **\$897.00** per month per full-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For full-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash or a combination of both.

Effective July 1, 2015:

- b. The City shall pay up to a maximum of **\$934.00** per month per full-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For full-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash or a combination of both.

Effective July 1, 2016—June 20, 2018:

- c. The City shall pay up to a maximum of **\$972.00** per month per full-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For full-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash or a combination of both.
 - d. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
 - e. The employee's exercise of the option to use the difference toward dependent health coverage or the deferred compensation plan is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.
 - f. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth and/or adoption certificates.
4. Optional Benefits – Part-Time Employees: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee's health and dental insurance benefit allowance through a contribution to a Internal Revenue Code §125 Cafeteria Plan as follows:

Effective April 1, 2014:

- a. The City shall pay up to a maximum of **\$448.50** per month per part-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For part-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash or a combination of both.

Effective July 1, 2015:

- b. The City shall pay up to a maximum of **\$467.00** per month per part-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For part-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash or a combination of both.

Effective July 1, 2016-June 30, 2018:

- c. The City shall pay up to a maximum of **\$486.00** per month per part-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For part-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash or a combination of both.
 - d. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
 - e. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth and/or adoption certificates.
5. Life Insurance: The City shall provide a \$25,000 Life & AD&D benefit for eligible employees.
6. Vision Plan: The City shall provide each employee with a vision plan, with the City paying the premium in fiscal years FY14-15 through FY 17-18. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.

ARTICLE XII RETIREE MEDICAL

Section A. EMPLOYEES HIRED BEFORE JULY 1, 2011

1. Tier II Retirees. For employees hired before July 1, 2011 and retiring from the City on or after January 1, 2012 ("Tier II Retirees"), the City agrees to provide a Premium Payment for the purpose of purchasing health coverage offered through CalPERS for the Tier II Retiree and his/her spouse in an amount not to exceed the monthly premium applicable to the coverage level for the retiree (i.e., Employee Only or Employee + spouse) for the 2012 PERS Choice plan * (*rates are determined by region of residence; Los Angeles rates for 2012 are Employee Only \$505.63, employee + spouse \$1,011.26). The Premium Payment shall be payable in the following form: (1) PEMHCA Minimum contribution payable directly to CalPERS, and (2) a reimbursement to the Tier II Retiree equal to difference between the cost of plan in which the Tier II Retiree enrolls, subject to the foregoing cap, and the PEMHCA Minimum contribution ("Reimbursement"). If a retiree enrolls in a more expensive plan, he/she will be responsible for payment of any premium in excess of the capped amount. The Reimbursement shall cease for the Tier II Retiree upon eligibility for Medicare coverage, and the Reimbursement shall cease for the spouse upon eligibility for Medicare coverage, or after 15 years, whichever occurs first.

Tier II Retirees must be "eligible retirees" in order to receive the benefits described in this paragraph.

2. Eligible Retiree. An "eligible retiree" is a unit member who retires on a service, disability, or industrial disability retirement and has 1,000 hours of accumulated sick leave at the date of retirement.

An employee who has fewer than one thousand (1,000) hours of accumulated sick leave at the date of retirement may purchase up to a maximum of three hundred fifty (350) hours worth of sick leave in an amount equal to the employee's daily pay rate at the time of retirement to meet the one thousand (1,000) hour requirement, provided, however, upon verification of information from a qualified medical provider that an employee has substantially depleted the employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the employee or a family dependent living in the employee's household, this purchase limitation of 350 hours will be excused.

The following conditions must be met for employees to be eligible to exercise this buyback provision:

1. The employee must have reached the age of 55; and
2. The employee must be employed by the City of Arcadia and must have worked full-time for the City of Arcadia for a minimum of 15 years.

In addition, the eligible employee must apply prior to retirement for such coverage through Human Resources. The Association shall notify Human Resources in the event of the death of a retired member.

In order to be eligible for retiree health coverage, the employee, and if applicable, the employee's spouse, must be enrolled in a City-sponsored health plan as of the retiree's last day of work and maintain eligibility to continue in the CalPERS Health Program as stipulated by the Health Program.

Section B. EMPLOYEES HIRED ON OR AFTER JULY 1, 2011

Tier III Retirees. For employees hired on or after July 1, 2011 that retire from the City and who remain enrolled in a CalPERS health plan after retirement ("Tier III Retiree"), the City will pay no more than the PEMHCA Minimum contribution. Tier III Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEMHCA Minimum contribution.

ARTICLE XIII DISABILITY INCOME INSURANCE

The City shall provide disability income insurance up to a maximum total monthly payment of **\$12.81** per eligible employee, as currently defined by the insurer to be an employee who works at least 30 hours per week, during the life of the Agreement.

ARTICLE XIV MEDICAL EXAMINATIONS

Section A. All medical examinations required by the City shall be paid for by the City in accordance with the City of Arcadia Personnel Rules and Regulations.

Section B. An employee at any time may be required by the appointing power to take a medical examination, paid for by the City, to determine fitness for duty.

ARTICLE XV UNIFORMS

Section A. Upon hire, the City shall provide the following employees with five (5) shirts:

- Public Works Inspector*
- Code Services Officer*
- Combination Inspector*

Upon hire, the City shall provide the following employees with four (4) sets of uniforms consisting of long sleeve shirt, short sleeve shirt, pants/skirt, cross-tie/tie, and one sweater or one medium weight uniform jacket.

- Fire Inspector*
- Fire Administration Specialist*
- Administrative Assistant (assigned to the Fire)*

Uniforms shall be replaced on an as needed basis, pursuant to department procedures.

All employees represented by this MOU shall receive one (1) Polo shirt yearly.

Section B. Upon termination of employment the employee shall turn in all uniforms issued or shall have a dollar amount equal to the lost uniform cost deducted from the employee's final check.

Section C. The City shall provide a safety shoe allowance up to a maximum of **\$125** per fiscal year for each employee in the following classifications: *Combination Inspector*, *Code Services Officer*, *Fire Inspector*, and *Public Works Inspector*.

The City shall designate safety shoe standards for the above classifications. A purchase order, not to exceed the maximum fiscal year amount referred to above, shall be provided upon the employee's request. Once the employee has purchased safety shoes in this manner, the safety shoe shall be required footwear. Wearing of safety shoes is limited to City work hours.

ARTICLE XVI LEAVES OF ABSENCE

Section A. NON-MEDICAL LEAVES WITHOUT PAY

Upon the written request of an employee stating the reasons therefore, the appointing power with the approval of the *City Manager* shall have power to grant leaves of absence without pay subject to the following restrictions:

1. Length – leave of absence without pay may be granted for a period not to exceed one year with the exception that military leaves may be granted for the duration of a war or national emergency or as required by the Military and Veterans' code.
2. Reason – a leave of absence may be granted an employee, provided he/she meets all other requirements set forth in this rule, who desires to attend school or college or to enter training to improve the quality of his service, who enters military service of the United States, who is temporarily incapacitated by illness, or who presents some other reasons equally satisfactory.
3. Right to Return – the granting of a leave of absence without pay confers upon the employee the right to return to his classification before or at the expiration of his/her leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to his/her classification with the City.
4. Service Record – no request for leave of absence will be considered unless the employee presenting the request has a satisfactory service record.
5. An employee granted a leave of absence may be required by the appointing power or the *City Manager* to successfully pass a medical examination prior to being allowed to return to work.
6. The granting of a leave of absence of thirty (30) days or less, with or without pay, shall not constitute an interruption of service within the meaning of this subsection. The granting of a leave of absence with or without pay of more than thirty (30) days shall constitute an interruption of service unless, in the action granting such leave of absence, it is provided that such leave of absence shall not constitute an interruption of service.

7. The City shall continue to provide health, dental, life, and disability insurance for an employee granted a leave of absence for up to 30 calendar days. It shall be the responsibility of the employee who wishes to continue any insurance coverage beyond the 30 calendar days, to notify the Human Resources Office of his/her intent to continue coverage and to remit the full monthly premium for any coverage to the Administrative Services Department.

Section B. FAMILY CARE AND MEDICAL LEAVES

Upon the written request of an employee stating the reasons therefore, the appointing power with the approval of the *City Manager* shall have power to grant Family Care and Medical Leaves. In accordance with the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), the City of Arcadia will provide family and medical leave for eligible employees, as defined.

1. "12-Month Period" means 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster child, stepchild, or child of whom the employee is the legal guardian.
3. "Serious health condition" means an illness, injury impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment in connection with or inconsequent to a hospital, hospice or residential medical care facility;
 - b. Any period of incapacity requiring absence from work of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
 - c. Continuing treatment by a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
 - d. Prenatal care by a health provider.

4. "Continuing treatments" means:
 - a. Two or more visits to a health care provider;
 - b. Two or more treatments by a health care practitioner (e.g. physical therapist) on referral from, or under the direction of a health care provider; or
 - c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g. medication therapy).
5. Leave is only permitted for the following reasons:
 - a. The birth of a child or to care for a newborn of an employee;
 - b. The placement of a child with an employee in connection with the adoption or foster care of a child;
 - c. Leave to care for a child, parent or a spouse who has a serious health condition; or
 - d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
6. An employee is eligible for leave if the employee:
 - a. Has been employed for at least 12 months; and
 - b. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
7. Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period. The 12 workweek period does not include leave taken for an employee's pregnancy disability pursuant to Government Code Section 12945.2. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
8. Employee Benefits While on Leave: Leave under this policy is unpaid. While on leave, employees will continue to be covered by the City of Arcadia's group health insurance to the same extent that coverage is provided while the employee is on the job. Employees may make the appropriate contributions for continued coverage under the proceeding benefit plans by payroll deductions or direct payments made to these plans. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City of Arcadia shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because

of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave, or because of circumstances beyond the employee's control. The City of Arcadia shall have the right to recover premiums through deduction from any sums due the City of Arcadia (e.g. unpaid wages, vacation pay, etc.)

9. If an employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. An employee may elect to exhaust part or all of the employee's sick leave while on an approved Family Medical Leave to care for a child, parent or spouse. The exhaustion of accrued leave, and sick leave if any is used, will run concurrently with the leave under this policy.

If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave.

10. Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care.

If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of his/her position.

If the City of Arcadia has reason to doubt the validity of a certification, the City may require another medical opinion at the City's expense. When the second opinion differs from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, at the City's expense. The opinion of the third provider will be binding.

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

11. Although the City of Arcadia recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City of Arcadia determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City of Arcadia may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.
12. Upon expiration of leave, an employee is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent position. As a condition of restoration of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of restoration.

Section C. TEMPORARY MILITARY LEAVE (Paid and Unpaid)

Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Navy Militia shall be entitled to a temporary military leave of absence as provided by applicable Federal law and applicable California State law.

To be eligible for paid leave for thirty (30) calendar days of active military training, an employee must have been employed by the City for a period of not less than one (1) year immediately prior to the day on which the leave of absence begins. If the employee has not been employed for a period of one year, the leave shall be granted without pay. Pay shall not exceed thirty (30) calendar days in any one (1) fiscal year.

An employee on paid military leave shall continue to accrue vacation, sick leave, seniority and/or holiday in the same manner as the employee would have, had the employee been in a work status.

To be eligible to receive the leave, an employee must submit a request in writing with a copy of his/her military orders to his/her immediate supervisor for processing.

Military and Veteran's Code §§395, 395.01(a), 564 and 566 set forth provisions for state military reserve personnel employed by public employers are statutorily entitled to up to 180 days of temporary military leave for active duty activities with up to 30 days of paid military leave each fiscal year. When placed on state active duty this is ordered active duty, which entitles the employee to paid military leave.

State military reserve personnel also generally have a right to extended leaves of absence and a right to re-employment after lengthy periods of ordered duty when called to active duty in certain emergency circumstances and public employees are entitled to receive their pay from their public employer for the first thirty (30) days of that period of active Military and Veteran's Code §§143, 146, 395, 395.05, 395.06 and 566.

Before leaving for an extended leave (181 days or more), the employee must notify the city of his or her intention to return to work upon the completion of the active duty service. Employees will have ninety (90) days from completion of extended active service to report back to work to resume their duties, must submit to the City a copy of the honorable discharge papers, and pass a medical exam.

Additional military leave provisions were adopted by Council on November 20, 2001, in Resolution 6268. For military leave covered by this Resolution, the City will maintain the difference between the employee's City salary and benefits of the employee while on active military duty.

Although a military leave of absence is not considered a break in service in relation to seniority, if the employee wishes to have their extended military service time credited toward CalPERS, the employee may buy back credit for their leave of absence for active military service through CalPERS as CalPERS has determined that payments while on such service are not reportable for retirement purposes.

This leave provision does not apply to employees who are drafted or receive orders to military duty for periods longer than 180 calendar days. Employee's rights to return to vacant positions after an absence that exceeds 180 calendar days shall be governed by the applicable federal and state law.

Section D. VACATION LEAVE

1. Accumulated vacation leave shall be granted at the discretion of the appointing power.
2. Vacation may not be accumulated beyond the amount accumulable for a sixty-five (65) pay period basis. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the employee's accrual has been reduced below this maximum amount.

When through work circumstances and needs of the job, an employee has been unable to utilize vacation time and this has not been a pattern or practice for that employee, the *City Manager* for good cause may approve excess accumulated vacation, provided the employee reduces this total below the allowable maximum within six (6) months.

3. An employee who has previously requested and was granted approval of vacation leave for use during the last three (3) months of the calendar year and is unable to utilize such leave because of the City's cancellation of leave shall be allowed to carry over the excess leave time into the next three (3) months of the new calendar year, if rescheduling of the vacation leave is not possible.
4. Upon termination, vacation used shall be pro-rated against vacation earned. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his rate of compensation applicable at the time he leaves the City employ. If an employee works 50% of the pay period, the employee shall receive credit for that pay period's vacation accrual. If an employee works less than 50% of the pay period, the employee accrues nothing.
5. Full-time employees represented by this agreement, with the exception of temporary appointments shall accumulate vacation with pay beginning with the first full pay period of employment at the rate of 3.07 hours per pay period during the first five years of continuous full-time employment with the City; at the rate of 4.61 hours per pay period between the employee's fifth and tenth anniversary date of continuous full-time employment; at the rate of 5.23 hours per pay period between the employee's tenth and fifteenth anniversary date of continuous full-time employment, and at the rate of 6.15 hours per pay period after fifteen years of continuous full-time employment with the City.

Every full-time employee represented by this agreement, with the exception of temporary appointments shall accumulate vacation with pay beginning with the first full pay period of employment. Vacation shall be accrued based on years of service as follows:

1-5 years	80 hours
6-10 years	120 hours
11-15 years	136 hours
16+ years	160 hours

Part-time employees represented by this agreement, with the exception of temporary appointments shall accumulate vacation with pay beginning with the first full pay period of employment at the rate of 1.54 hours per pay period during the first five years of continuous employment with the City; at the rate of 2.31 hours per pay period between the employee's fifth and tenth anniversary date of continuous employment; at the rate of 2.62 hours per pay period between the employee's tenth and fifteenth anniversary date of continuous employment, and at the rate of 3.07 hours per pay period after fifteen years of continuous employment with the City.

6. Employees may elect to sell back vacation during a calendar year equal to the amount of vacation taken during the year, by the date of the request, not to exceed a maximum of 80 hours in the calendar year.

Section E. SICK LEAVE

1. Every full-time employee represented by this agreement shall accrue sick leave beginning with the first full pay period of employment on the basis of 3.693 hours for each pay period of service completed with the City. Employees may accumulate up to a maximum of 1,500 hours of sick leave with pay.
2. The *City Manager* or designee may require a medical examination by a physician or evidence of the reason for an absence of any employee during absence on account of illness of such employee.
3. Except as provided hereinafter, sick leave means authorized absence from duty of an employee who is temporarily disabled and unable to work due to a medical condition or due to a scheduled medical or dental appointment during regular working hours. Every effort shall be made to schedule appointments during non-working hours.

Employees that are injured on duty, and the injury is recognized as such by the City or the WCAB, and not eligible to receive salary to supplement workers' compensation temporary disability benefits under Section J of this Article, may request that accrued sick leave be paid to supplement workers' compensation disability payments.

4. Sick leave may be used by an employee when his care and attendance is required by a family dependent who requires the employee's presence at the dependent's medical or dental appointment during regular working hours. Every effort shall be made to schedule appointments during non-working hours. Family dependents shall include only dependents currently residing in the employee's household, or the employee's minor children.
5. The appointing power and *City Manager* may require evidence of the reason for any employee's absence caused by illness or death in the immediate family of the employee during the time for which sick leave is requested.
6. In case of absence due to illness, the employee shall notify his department in accordance with departmental rules and explain the nature of the illness. If an employee is requested to provide a doctor's certification for their illness or the illness of their dependent(s), the request for the certification shall be made prior to their return to work. The appointing power and *City Manager* may deny or revoke sick leave if the illness or injury for which it is taken is caused or substantially aggravated by compensated outside employment.
7. Part-time employees who work more than forty (40) hours in a pay period shall receive sick leave in the same manner and under the same conditions as full-time employees at one-half the level of full-time employees.
8. Upon separation from the City of Arcadia, an employee who works 50% of the final pay period, shall receive credit for that pay period's sick leave accrual. If an employee works less than 50% of the pay period, the employee accrues nothing.

Section F. BEREAVEMENT LEAVE

At the time of death, or where death appears imminent, in the immediate family, an employee may be granted a leave of absence with pay, upon approval of the appointing power and the *City Manager*. Immediate family is defined as the spouse/domestic partner, the employee or employee's spouse's mother or stepmother, father or stepfather, brother or sister or step sibling, child or stepchild, grandparents, grandchildren, or any relative of the employee or employee's spouse residing in the same household. Such leave shall be granted based on employee's current work shift up to a maximum of three (3) shifts; provided, however, if the employee is required to travel more than three hundred (300) miles from his or her residence, the employee may take an additional two (2) days which will be charged to accrued sick leave.

Section G. HOLIDAYS

1. Each employee in a classification represented by this MOU shall be allowed the following holidays with pay:

New Year's Day.....	January 1
President's Day	The third Monday in February .
Memorial Day	The last Monday in May
Independence Day.....	July 4
Labor Day.....	The first Monday in September
Veteran's Day.....	November 11
Thanksgiving Day.....	The fourth Thursday in November
Day after Thanksgiving Day.....	The Friday following the fourth Thursday in November
Christmas Eve.....	December 24 (4 hours)
Christmas Day.....	December 25
New Year's Eve.....	December 31 (4 hours)

Every day appointed by the City Council for a public fast, thanksgiving or holiday.

2. Whenever:

New Year's Day - January 1;
Independence Day - July 4;
Veteran's Day - November 11; or
Christmas Day - December 25

falls on a Saturday or Sunday, the Friday preceding or the Monday following, respectively, shall be a holiday.

3. In lieu of Citywide holidays to celebrate Dr. Martin Luther King Jr.'s birthday and Admissions Day, full time employees shall receive two (2) eight (8) hour floating holidays to be scheduled by the employee in the same manner as vacation leave. Additionally, full time employees shall receive an eight (8) hour floating holiday for his/her birthday to be scheduled by the employee in the same manner as vacation leave. Floating holidays shall not carry over into subsequent fiscal years and failure to schedule a floating holiday in the fiscal year in which it is earned shall result in its loss. If the City adopts Dr. Martin Luther King, Jr.'s birthday as a fixed Citywide holiday or it re-adopts Admission Day as a fixed Citywide holiday, the floating holiday(s) based thereon shall cease and eligible employee shall receive the fixed Citywide holiday(s).

Full time employees in the unit employed on July 1 of the fiscal year shall conditionally accrue twenty-four (24) hours of floating holiday. If the employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is based (Dr. Martin Luther King, Jr.'s birthday, Admission Day and/or the Employee's birthday), said floating holiday leave shall be repaid to the City through payroll deduction. Employees hired after the beginning of the fiscal year shall accrue floating holiday only if the employee is employed before the date on which the floating holiday is based (Dr. Martin Luther King, Jr.'s birthday, Admission day and/or the Employee's birthday). As an example, an employee hired on July 15, whose birthday is August 5, would receive a floating holiday for his birthday, Admission Day and Dr. Martin Luther King, Jr.'s birthday for that fiscal year. However, if that same employee was hired on March 15, the employee would not receive any floating holiday benefit for that fiscal year.

4. An employee required to work or attends a class or function on any holiday allowed to him by this Section shall be paid for the holiday, and in addition, he shall be compensated in accordance with the applicable overtime rules. A holiday allowed by this Section occurring during any leave of absence with pay shall be added to the number of working days' leave of absence to which such employee is entitled.
5. For full-time employees assigned to an alternate work week, and scheduled to work 9 or more hours, but for the holiday would have been scheduled to work 9 or more hours, the employee may use accrued vacation time, accrued comp time, floating holiday time or unpaid leave to make up any difference between the provided nine hours of holiday pay and the actual number of regularly scheduled working hours for a designated holiday. For example, if a holiday falls on a day an employee is scheduled to work ten (10) hours, the

employee shall receive nine (9) hours of holiday pay and be permitted to use other accrued leaves to make up the extra hour for that day.

6. For full-time employees assigned to an alternate work week, if a holiday falls on a Friday that City Hall is closed under the 9/80 plan, each employee shall receive an eight (8) hour floating holiday. Floating holiday time is not accruable and not payable if unused. The floating holiday must be used by the end of the fiscal year in which it is granted or it shall be forfeited.

Salary for the holiday shall be paid during the pay period in which the holiday occurs.

7. Represented part-time employees who work more than forty (40) hours in a pay period shall receive holidays in the same manner and under the same conditions as full-time employees at one-half the level of full-time employees.

Section H. JURY LEAVE

When an employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay. The City will compensate jury service up to eighty (80) hours per year. All hours in excess of eighty (80) shall not be compensated. The employee shall remit to the City all fees received except mileage. For employees assigned to an alternate work week, pay for jury duty shall not be provided on regularly scheduled days off. When released from any day of service more than two (2) hours prior to the end of the normal work schedule, an employee shall report as soon as practical to full duty.

Section I. COURT WITNESS LEAVE

An employee who is subpoenaed or required to appear in court as a witness shall be deemed to be on leave of absence. With approval of the appointing power and *City Manager*, an employee may be granted leave with pay during his required absence. The employee shall remit to the City fees received except mileage. A paid leave of absence shall not be granted for time spent in Court on personal cases.

Section J. INDUSTRIAL ACCIDENT LEAVE

1. Industrial accident leave shall be granted only to employees with three or more full years of continuous service with the City.
2. Industrial accident leave shall be allowed for a maximum of ten months from and after the date of injury. Industrial accident leave shall be equivalent to the employee's regular base salary and any temporary disability compensation payment required by law shall be deducted from the industrial accident leave payment. Lost time due to an injury on duty shall not be charged against an employee's accumulated sick leave after all industrial accident leave is expended.
3. Compensation shall continue until the employee returns to work, industrial accident leave is exhausted, or it is medically determined that there is a permanent disability which precludes return to regular duties, whichever occurs first.
4. The City reserves the right to require an employee to furnish proof from a physician of the cause and necessity of absence during an industrial accident leave.
5. "Industrial accident" as used in this Article, is defined as any illness or injury arising directly out of the employment of the employee which forces the employee to absent himself/herself from work upon the advice of a physician. The determination of whether an illness or injury results from an industrial accident shall be made by the City in consultation with its Workers' Compensation administrators.

ARTICLE XVII PROBATIONARY PERIOD

Section A. The probationary period is part of the examination process. It is a work-test period during which the employee's performance and conduct on the job are evaluated to determine whether or not the employee is fully qualified for permanent appointment.

During the probationary period, a probationer may be released, or demoted if permanent status is held in a lower classification, without the right of appeal, if the appointing power deems the probationer unfit or unsatisfactory for service.

When a provisional appointment is made to a probationary position and subsequently the appointee is appointed to the position as a probationary employee, with no time interval between the provisional and probationary appointment, the "employment date" as herein defined, shall be the date first appointed on a provisional basis.

Section B. All eligible candidates appointed to a position from an open competitive examination and who are not currently employed in a permanent position shall be on probation for twelve (12) months before attaining permanent status.

Eligible candidates appointed from a promotional list to these classifications shall be on probation twelve (12) months before attaining permanent status.

Section C. Eligible candidates appointed from a promotional list shall be on probation for six (6) months before attaining permanent status.

Section D. Probationary period may be extended for a one six (6) month period with the approval of the *Human Resources Administrator*.

Section E. A probationary employee who is holding a promotional position shall have the right to demotion to the classification in which he/she holds a permanent appointment, unless he/she was discharged for cause from City employment.

ARTICLE XVIII SPECIAL PAY

Section A. ACTING PAY

Any employee in the unit who is required, in writing, to work five (5) consecutive working days or longer in a higher classification which is vacant due to sick leave, injury leave, vacation, termination or move up due to acting pay shall receive the following acting pay retroactive to the first day of the assignment:

1. Five percent (5%) above their current rate of pay or A step of the higher classification, whichever is higher; or
2. Should such percentage exceed the top step of the range for the higher classification, the employee shall receive compensation at the top step of the higher classification.

Nothing contained herein shall apply to an employee who is being trained by the City to qualify for a higher classification.

Section B. CALL-BACK PAY

If a unit member is required while off duty to report back to work on a call-out, he/she shall receive a minimum of two (2) hours pay at straight time or the hours actually worked at the appropriate rate of compensation, whichever is greater. Call back pay shall commence upon the arrival of the employee at the work site.

Section C. BILINGUAL PAY

A maximum of nine (9) employees may be certified as bilingual by the City. Once certified, the employee shall receive a bilingual pay stipend of \$37.10 per pay period.

Any employee who is not certified as bilingual by the City shall not be required to use a language other than English. However, when a member of the public, who does not speak English, asks an employee for assistance in a language other than English that the employee understands, the employee shall make a reasonable effort to communicate with the member of the public in a polite and professional manner.

ARTICLE XIX LAYOFFS

Section A. LAYOFF PROCEDURE

The *City Manager* or appointing power may lay off an employee because of change in duties or organization, deletion of service, adverse working conditions, shortage of work or funds or return of employees from authorized leave of absence.

The order of layoff shall be based on performance (outlined in Section C below), and in the reverse of total cumulative time served in the same classification upon the date established for the layoff to become effective. The order of employee layoff in a department shall be as follows: temporary, provisional, probationary, permanent. The employee in the class with the least seniority in the department will be laid off and may exercise bumping rights, if any, to the least senior incumbent in the class in the City. However, if a vacancy exists in the class, there will be no bumping and the employee who is to be laid off will be reassigned to the vacant position.

Classified employees may only bump or voluntarily demote to a classified position and unclassified employees may only bump or demote to an unclassified position.

Permanent full-time employees who receive notice of layoff may, in lieu of layoff, voluntarily demote to the next lower classification that the employee previously held within the unit, provided such employee's seniority in the department is greater than the most junior employee holding the lower position. Permanent part-time employees may in lieu of layoff voluntarily demote to the next lower part-time classification that the employee previously held within the unit, provided such employee's seniority in the department is greater than the most junior employee holding the lower position.

Employees in classifications which are found in more than one Department may in lieu of layoff voluntarily transfer to another City department in the same classification, or lower classification, provided there is a funded vacant position or provided the employee's seniority is greater than the most junior employee holding the position.

An employee who transfers across departmental lines shall serve a six (6) month probationary period. If the employee fails the probationary period the employee shall then be placed on the re-employment list, and the employee who was laid off shall be reinstated.

Section B. RE-EMPLOYMENT LIST

The names of employees shall be placed upon re-employment lists in the reverse order of the layoff. Re-employment lists shall remain effective for eighteen (18) months from the effective date of separation from service. Failure of the employee on the re-employment list to provide the City their current address shall result in the employee's name being removed from the eligibility list.

Section C. DEFINITIONS

1. Employee – Permanent full-time and permanent part-time worker of the City of Arcadia who has been employed by the City for twelve consecutive months.
2. Layoff – Permanent separation from employment with the City as a result of a work reduction.

3. Performance – The rating received by the employee from the City of Arcadia's evaluation process. For the purposes of layoffs, seniority will only be disregarded if an employee's overall performance evaluation rating in any one of the last three years is below proficient. In such case, the layoff shall be based upon performance.
4. Work Reduction – A decrease in the level of service or amount of product output by the City.

ARTICLE XX PERSONNEL FILES

Section A. The City shall maintain a central personnel file for each employee in the Human Resources Office. Supervisors may maintain working personnel files.

If a supervisor maintains a working personnel file, copies of written material which is to be used as a basis for employee discipline shall be sent to the central personnel file and given to the employee.

Copies of performance evaluations and/or disciplinary actions shall not be entered in the file, until the employee is given a copy and an opportunity to review and comment thereon. The employee shall be given an opportunity during working hours to initial, date, and file a written response to the material. The written response shall be attached to the material.

Copies of letters of commendation and/or certificate of commendation from the City Council or *City Manager* shall be placed in the employee's personnel file.

An employee or their designated representative (in writing) shall have the right to examine and/or obtain copies at the employee's expense, of any material from the employee's personnel file with the exception of material that includes ratings, reports and records which were obtained prior to the employment of the involved employee.

Section B. Discipline older than three (3) years will not be considered in promotional recruitments.

Section C. WRITTEN REPRIMAND REVIEW

The City agrees to a non-binding review of written reprimands for unit members by the *Human Resources Administrator* or designee.

ARTICLE XXI EMPLOYEE GRIEVANCES

Section A. DEFINITIONS

1. Grievance – A grievance is an allegation by an employee(s) of a misinterpretation or misapplication of any express provision of the applicable Memorandum of Understanding or City and/or Department Personnel Rules and Regulations where there is no other specific method of review provided by City law.
2. Grievant – An employee or group of employees in the classified service adversely affected by an act or omission by the City allegedly in violation of an express provision of the Memorandum of Understanding or City and/or Department Personnel Rules and Regulations.
3. Department Head – The department head or designee.
4. Work day – A work day is any day the City offices are regularly open for business.
5. Exclusions from the Grievance Procedure:
 - a. The procedure is not to be used for the purpose of changing wages, hours and working conditions. Allegations involving wages, hours and working conditions may thus be grieved only if the grievance involves a misapplication or misinterpretation of an express provision of the MOU or a City/Department Personnel Rules and Regulations.
 - b. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews. Allegations that the City has failed to comply with an evaluation procedure set forth in a specific provision of the MOU and/or City/Department Personnel Rules and Regulations are grievable.
 - c. The procedure is not intended to be used to challenge a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase. Notwithstanding the above, if the process used to reach the foregoing decisions is not in compliance with an express provision of the MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.
 - d. The procedure is not intended to be used in cases of oral or written reprimand, demotion, suspension, removal or other disciplinary action. Appeals of disciplinary actions are covered by the City's Personnel Rules and Regulations.
 - e. The procedure is not to be used to challenge examinations or appointment to positions. Notwithstanding the above, if the process

used to reach the foregoing decisions is not in compliance with an express provision of the MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.

Section B. TIMELINESS

The grievance must be filed by the employee within the timelines set forth herein. Failure of the employee to file the initial grievance or process the grievance from one level to another in a timely manner is a forfeiture of the grievance and the grievance will not be processed further.

If the City fails to respond in a timely manner, the employee may proceed to the next level.

Section C. EMPLOYEE REPRESENTATION

The employee may be represented by a person of his or her choice to prepare and present the grievance. The employee may use a reasonable amount of released time to process the grievance. The release time must be approved by the Department Head.

Section D. INFORMAL GRIEVANCE PROCEDURE

Within fifteen (15) working days following the event, or within fifteen (15) working days after the employee should reasonably have known of the event, the employee should attempt to resolve the grievance on an informal basis by discussion with his or her immediate supervisor.

Section E. FORMAL GRIEVANCE PROCEDURE

1. First Level of Review: Next Level Supervisor

If the employee is not able to resolve the grievance after discussion with his or her immediate supervisor, within ten (10) working days after the informal discussion with the immediate supervisor, the employee shall present the grievance in writing to the next level supervisor on the official City grievance form setting forth the following information:

- a. The specific section of the rules or MOU allegedly violated.
- b. The specific act or omission which gave rise to the alleged violation.
- c. The date or dates on which the violation occurred.
- d. Documents, witnesses or evidence in support of the grievance.
- e. The resolution of the grievance at the informal stage.
- f. The remedy requested.

A copy of the grievance shall be provided to the Human Resources Division of the Administrative Services Department concurrently with presentation to the immediate supervisor.

The next level supervisor shall render a decision in writing, on the grievance form, within ten (10) working days after receiving the grievance.

2. Department Head Review

If the employee does not agree with the decision of the next level supervisor, within ten (10) working days after receiving the next level supervisor's decision or twenty (20) days from the date the next level supervisor received the grievance but failed to issue a decision, the employee shall present the grievance in writing, on the grievance form, to the department head.

The department head may require the employee and the immediate supervisor to attend a grievance meeting. The department head shall communicate a decision in writing within ten (10) working days of receiving the grievance or within ten (10) working days of holding a grievance meeting whichever is longer.

3. Human Resources Administrator

If the employee is not in agreement with the decision reached by the department head, within ten (10) working days after receiving the department head's decision or twenty (20) days from the date the department administrator received the grievance but failed to issue a decision, the employee shall present the grievance in writing to the *Human Resources Administrator* on the official City grievance form.

The *Human Resources Administrator* may require the employee and the immediate supervisor to attend a grievance meeting. The *Human Resources Administrator* shall communicate a decision in writing within ten (10) working days of receiving the grievance or the holding of a grievance meeting whichever is longer.

4. Human Resources Commission

If the employee is not in agreement with the decision of the Human Resources Manager or if the *Human Resources Administrator* has failed to respond, the employee shall present the grievance to the Human Resources Commission within ten (10) working days from the date of receipt of the *Human Resources Administrator's* decision or twenty (20) days from the date the *Human Resources Administrator* received the grievance but failed to issue a decision.

Section F. APPEAL TO HUMAN RESOURCES COMMISSION

1. Scheduling of Hearing

Upon receipt of the request for an appeal, the City shall, within thirty (30) days, transmit the appeal to the Human Resources Commission. The Commission shall schedule a hearing. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

2. Public Hearings

All hearings shall be open to the public.

3. Pre-Hearing Procedure

a. Subpoenas

The Human Resources Commission is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Commission only for good cause. Each party will prepare their own subpoenas and present them to the Human Resources Division of the Administrative Services Department and the other party. The Human Resources Division of the Administrative Services Department will issue the subpoenas. The Human Resources Division of the Administrative Services Department will serve subpoenas for current City employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the City to submit the written request for subpoenas at least ten (10) working days before the date of the hearing.

b. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Division of the Administrative Services Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Human Resources Division of the Administrative Services Department in 3-hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number.

The employee's exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing, a witness

not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

c. Statement of Issues

Five (5) working days prior to the date set for the hearing, each party shall submit to the Human Resources Division of the Administrative Services Department a Statement of Issues.

4. Submission to the Human Resources Commission

Five (5) working days prior to the date set for the hearing, the Human Resources Division of the Administrative Services Department shall present each member of the Human Resources Commission with a copy of the jurisdictional documents. Those documents include the grievance documents at each level and the responses to the grievance.

5. Payment of Employee Witnesses

Employees of the City who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Commission may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the City agrees to a different arrangement.

6. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- d. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- e. Irrelevant and unduly repetitious evidence may be excluded.

- f. The Human Resources Commission shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.
- g. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- h. The Human Resources Commission may conduct the hearing or delegate evidentiary and/or procedural rulings to its legal counsel.

7. Burden of Proof

In a grievance appeal the grievant has the burden of proof by preponderance of the evidence.

8. Proceed with Hearing or Request for Continuance

Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. Any request for a continuance must be made in writing and submitted prior to the hearing to all parties. Before requesting a continuance, the moving party shall contact all parties to determine if there is any opposition to the continuance and shall state in its request if there is opposition.

9. Testimony under Oath

All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

"Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?"

10. Presentation of the Case

The hearing shall proceed in the following order unless the Human Resources Commission for special reason, directs otherwise:

- a. The Human Resources Chair shall announce the issues after a review of the statement of issues presented by each party.
- b. The grievant (employee) shall be permitted to make an opening statement.
- c. The respondent (City) shall be permitted to make an opening statement, or reserve an opening statement until presentation of its case.
- d. The grievant shall produce his/her evidence.
- e. The respondent may then offer its evidence.
- f. The grievant followed by the respondent may offer rebutting evidence.

- g. Closing arguments shall be permitted at the discretion of the Human Resources Commission. The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The Commission may place a time limit on closing arguments. The Commission or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Commission will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

11. Procedure for the Parties

The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair of the Human Resources Commission. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representatives shall continue with the presentation of their case.

12. Right to Control Proceedings

While the parties are generally free to present their case in the order that they prefer, the Chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.

13. Hearing Demeanor and Behavior

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Commission.

14. Deliberation Upon the Case

The Commission will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching their decision. The Commission may deliberate at the close of the hearing in closed session or at a later fixed date and time not to exceed ten (10) working days.

15. Recommended Decision

The Human Resources Commission shall render its recommendations as soon after the conclusion of the hearing as possible, and no event, later than ten (10) working days after concluding the hearing, unless otherwise stipulated to by the parties. The recommended decision shall include an explanation of the basis for the decision.

The Human Resources Commission shall not be polled as to their decision by the grievant or the grievant's counsel.

16. Recommendation to the City Manager

The decision of the Human Resources Commission is advisory to the *City Manager*. The proposed decision shall be provided to the grievant and the *City Manager*.

Either the employee or the department may file a written appeal to the proposed decision, by filing exceptions thereto with the *Human Resources Administrator* within ten (10) days of receipt of the Commission's recommended decision.

The party desiring to contest the recommended decision of the Commission may also request a transcript for review by the *City Manager* within ten (10) working days of the Commission's decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.

17. Final Action by City Manager

Within ten (10) working days of the filing of exceptions, or within ten (10) days of receipt of the transcript, the *City Manager* shall review the decision of the Commission, any exceptions filed, and a record, if one is requested. The decision of the *City Manager* shall be final. The decision shall be transmitted to the employee and to the department head.

ARTICLE XXII DISCIPLINARY ACTIONS

Section A. SUSPENSION, SALARY REDUCTION, DEMOTION AND DISMISSAL

The appointing powers are vested with the right to discipline or to dismiss permanent employees as provided by this section.

A permanent employee holding a position in the classified service shall be subject to suspension without pay, salary reduction, demotion or dismissed for cause. A permanent employee in the classified service shall have the right to appeal the suspension without pay, demotion, or dismissal to the Human Resources Commission. If the appeal is timely, filed, a hearing will be scheduled by the Human Resources Commission.

Probationary employees are subject to demotion or dismissal without cause or right to a hearing.

Section B. NOTIFICATION AND APPEAL PROCEDURE

A permanent employee who is being suspended, reduced in pay, demoted or dismissed shall receive from the appointing power a written statement of the charge(s) upon which the discipline is based, the City rule(s), policy or regulation violated, together with any written evidence and/or witness statements the City is relying upon to support the statement of charges.

The discipline letter shall be hand delivered, either by personal service or by the City sending the notice by Registered Mail as provided herein above, the employee shall have 30 calendar days within which to file with the *Human Resources Administrator* a written request for an appeal hearing before the Human Resources Commission.

The employee may also elect to file a written answer to the statement of charges at this time. A copy of the disciplinary letter together with any attachments and the employee's answer shall be given to the Human Resources Commission.

An evidentiary hearing shall be scheduled by the Human Resources Commission. In any hearing regarding suspension, demotion or discharge of a permanent employee, the appointing power has the burden of proof. The strict rules of evidence shall not apply to disciplinary hearing conducted by the Human Resources Commission. Evidence both oral and in writing may be submitted by each party. Witnesses shall be sworn and subject to cross examination.

The employee who is being disciplined shall testify if called as a witness. Upon request, the employee is entitled to an open or closed hearing.

Section C. SALARY REDUCTION

An employee may be disciplined by reduction in compensation to any step in the salary scale applicable to the employee's current classification or to the classification to which the employee is demoted.

Section D. UNAUTHORIZED ABSENCE

Unauthorized leaves of absence are cause for immediate dismissal.

**ARTICLE XXIII DISCIPLINARY ACTIONS – FULL-TIME AND PERMANENT
PART-TIME UNCLASSIFIED EMPLOYEES**

The parties agree to provide all full-time unclassified and part-time benefited members paying dues to the bargaining group the right to request and be granted a meeting with the City Manager to answer to charges in a disciplinary action that may be expected to result in loss of pay or termination.

Full-Time Unclassified Positions

*Records/Legal Technician
Communications & Marketing Specialist
Deputy City Clerk*

Part-Time Benefited Positions

Information Systems Specialist
Librarian
Library Technician I & II
Museum Education Coordinator
Office Assistant
Senior Citizen Project Specialist
Senior Citizen Program Specialist
Senior Library Technician

2013DEC18PM 1:28

ARTICLE XXIII FULL UNDERSTANDING

Section A. This Memorandum of Understanding and attached side-letters contains all the covenants, stipulations and provisions agreed upon by the parties and any other prior existing understanding or Agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

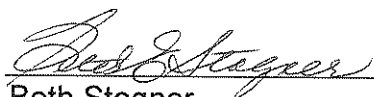
It is the intent of the parties that this Agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit and that the City will meet and confer as required by law, before implementing changes.

For the life of this agreement it is agreed and understood that the Association hereto voluntarily and unqualifiedly waives its rights and agrees that the City shall not be required to meet and confer with respect to any subject or matter whether referred to or covered in this Agreement or not during the term of this Agreement. The parties may mutually agree in writing to meet and confer on any subject contained in this agreement during the life of this Agreement.

Section B. The parties hereto have caused the Memorandum of Understanding to be executed this 3rd day of December, 2013.

ARCADIA CITY EMPLOYEES
ASSOCIATION

CITY OF ARCADIA



Beth Stogner
President



Dominic Lazzaretto
City Manager

2014-2018 NEGOTIATION TEAMS

ACEA NEGOTIATION TEAMS

Anabel Carrillo,
Member-at-Large
Gina Hernandez,
Treasurer
Toni McKiernan,
Director
Shelly Polifka,
ACEA Vice-President
Timothy Schwehr,
Secretary
Beth Stogner,
ACEA President

CITY REPRESENTATIVES

Jason Kruckeberg,
*Assistant City Manager/
Development Services Director*
Hue Quach,
Administrative Services Director
Heather McDowell
Senior Human Resources Analyst

EXHIBIT A
CITY OF ARCADIA SALARY RANGE
APRIL 1, 2014 - JUNE 30, 2015
ACEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
42	Library Technician I	\$2,927	\$2,999	\$3,075	\$3,152	\$3,230	\$3,312	\$3,396	\$3,481	\$3,567	\$3,657
43	Accounting Technician I	\$2,999	\$3,075	\$3,152	\$3,230	\$3,312	\$3,396	\$3,481	\$3,567	\$3,657	\$3,747
44		\$3,075	\$3,152	\$3,230	\$3,312	\$3,396	\$3,481	\$3,567	\$3,657	\$3,747	\$3,840
45	Office Assistant	\$3,152	\$3,230	\$3,312	\$3,396	\$3,481	\$3,567	\$3,657	\$3,747	\$3,840	\$3,936
46	Library Technician II	\$3,230	\$3,312	\$3,396	\$3,481	\$3,567	\$3,657	\$3,747	\$3,840	\$3,936	\$4,033
	Museum Education Coordinator										
47	Accounting Technician II										
	Information & Referral Coordinator	\$3,312	\$3,396	\$3,481	\$3,567	\$3,657	\$3,747	\$3,840	\$3,936	\$4,033	\$4,133
	Recreation Coordinator										
48	Senior Citizens Project Specialist	\$3,396	\$3,481	\$3,567	\$3,657	\$3,747	\$3,840	\$3,936	\$4,033	\$4,133	\$4,239
49	Administrative Assistant	\$3,481	\$3,567	\$3,657	\$3,747	\$3,840	\$3,936	\$4,033	\$4,133	\$4,239	\$4,345
50	Senior Citizens Program Specialist										
51	Building Technician I	\$3,567	\$3,657	\$3,747	\$3,840	\$3,936	\$4,033	\$4,133	\$4,239	\$4,345	\$4,451
52		\$3,657	\$3,747	\$3,840	\$3,936	\$4,033	\$4,133	\$4,239	\$4,345	\$4,451	\$4,565
53	Senior Library Technician	\$3,747	\$3,840	\$3,936	\$4,033	\$4,133	\$4,239	\$4,345	\$4,451	\$4,565	\$4,677
	Senior Accounting Technician	\$3,840	\$3,936	\$4,033	\$4,133	\$4,239	\$4,345	\$4,451	\$4,565	\$4,677	\$4,796
54	Building Technician II										
	Communications & Marketing Specialist I	\$3,936	\$4,033	\$4,133	\$4,239	\$4,345	\$4,451	\$4,565	\$4,677	\$4,796	\$4,914
	Senior Administrative Assistant										
55	Business License Officer										
	Code Services Officer	\$4,033	\$4,133	\$4,239	\$4,345	\$4,451	\$4,565	\$4,677	\$4,796	\$4,914	\$5,037
	Fire Administrative Specialist										
	Records/Legal Technician										
56	Engineering Assistant	\$4,133	\$4,239	\$4,345	\$4,451	\$4,565	\$4,677	\$4,796	\$4,914	\$5,037	\$5,163
	Public Works Office Coordinator										
57	Accounting Specialist										
	Circulation Services Supervisor	\$4,239	\$4,345	\$4,451	\$4,565	\$4,677	\$4,796	\$4,914	\$5,037	\$5,163	\$5,291
58	Revenue Collection Specialist	\$4,345	\$4,451	\$4,565	\$4,677	\$4,796	\$4,914	\$5,037	\$5,163	\$5,291	\$5,424

CITY OF ARCADIA SALARY RANGE
APRIL 1, 2014 - JUNE 30, 2015
ACEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
59	Historical Museum Curator Information Systems Specialist Librarian I	\$4,451	\$4,565	\$4,677	\$4,796	\$4,914	\$5,037	\$5,163	\$5,291	\$5,424	\$5,560
60	Communications & Marketing Specialist II Deputy City Clerk	\$4,565	\$4,677	\$4,796	\$4,914	\$5,037	\$5,163	\$5,291	\$5,424	\$5,560	\$5,699
61		\$4,677	\$4,796	\$4,914	\$5,037	\$5,163	\$5,291	\$5,424	\$5,560	\$5,699	\$5,841
62	Assistant Planner Combination Inspector Public Works Inspector	\$4,796	\$4,914	\$5,037	\$5,163	\$5,291	\$5,424	\$5,560	\$5,699	\$5,841	\$5,988
63	Senior Engineering Assistant	\$4,914	\$5,037	\$5,163	\$5,291	\$5,424	\$5,560	\$5,699	\$5,841	\$5,988	\$6,137
64	Accountant Fire Inspector Librarian II	\$5,037	\$5,163	\$5,291	\$5,424	\$5,560	\$5,699	\$5,841	\$5,988	\$6,137	\$6,290
65		\$5,163	\$5,291	\$5,424	\$5,560	\$5,699	\$5,841	\$5,988	\$6,137	\$6,290	\$6,448
66	Assistant Engineer Associate Planner Senior Combination Inspector	\$5,291	\$5,424	\$5,560	\$5,699	\$5,841	\$5,988	\$6,137	\$6,290	\$6,448	\$6,610
67		\$5,424	\$5,560	\$5,699	\$5,841	\$5,988	\$6,137	\$6,290	\$6,448	\$6,610	\$6,775
68		\$5,560	\$5,699	\$5,841	\$5,988	\$6,137	\$6,290	\$6,448	\$6,610	\$6,775	\$6,944
69		\$5,699	\$5,841	\$5,988	\$6,137	\$6,290	\$6,448	\$6,610	\$6,775	\$6,944	\$7,119
70	Associate Civil Engineer	\$5,841	\$5,988	\$6,137	\$6,290	\$6,448	\$6,610	\$6,775	\$6,944	\$7,119	\$7,296
71		\$5,988	\$6,137	\$6,290	\$6,448	\$6,610	\$6,775	\$6,944	\$7,119	\$7,296	\$7,479
72		\$6,137	\$6,290	\$6,448	\$6,610	\$6,775	\$6,944	\$7,119	\$7,296	\$7,479	\$7,665
73	Principal Librarian Senior Planner	\$6,290	\$6,448	\$6,610	\$6,775	\$6,944	\$7,119	\$7,296	\$7,479	\$7,665	\$7,856

EXHIBIT A
CITY OF ARCADIA SALARY RANGE
JULY 1, 2015 - JUNE 30, 2016
ACEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
42	Library Technician I	\$2,986	\$3,059	\$3,137	\$3,215	\$3,295	\$3,378	\$3,464	\$3,551	\$3,638	\$3,730
43	Accounting Technician I	\$3,059	\$3,137	\$3,215	\$3,295	\$3,378	\$3,464	\$3,551	\$3,638	\$3,730	\$3,822
44		\$3,137	\$3,215	\$3,295	\$3,378	\$3,464	\$3,551	\$3,638	\$3,730	\$3,822	\$3,917
45	Office Assistant	\$3,215	\$3,295	\$3,378	\$3,464	\$3,551	\$3,638	\$3,730	\$3,822	\$3,917	\$4,015
46	Library Technician II Museum Education Coordinator	\$3,295	\$3,378	\$3,464	\$3,551	\$3,638	\$3,730	\$3,822	\$3,917	\$4,015	\$4,114
47	Accounting Technician II Information & Referral Coordinator Recreation Coordinator Senior Citizens Project Specialist	\$3,378	\$3,464	\$3,551	\$3,638	\$3,730	\$3,822	\$3,917	\$4,015	\$4,114	\$4,216
48		\$3,464	\$3,551	\$3,638	\$3,730	\$3,822	\$3,917	\$4,015	\$4,114	\$4,216	\$4,324
49	Administrative Assistant Senior Citizens Program Specialist	\$3,551	\$3,638	\$3,730	\$3,822	\$3,917	\$4,015	\$4,114	\$4,216	\$4,324	\$4,432
50	Building Technician I	\$3,638	\$3,730	\$3,822	\$3,917	\$4,015	\$4,114	\$4,216	\$4,324	\$4,432	\$4,540
51		\$3,730	\$3,822	\$3,917	\$4,015	\$4,114	\$4,216	\$4,324	\$4,432	\$4,540	\$4,656
52	Senior Library Technician	\$3,822	\$3,917	\$4,015	\$4,114	\$4,216	\$4,324	\$4,432	\$4,540	\$4,656	\$4,771
53	Senior Accounting Technician Building Technician II	\$3,917	\$4,015	\$4,114	\$4,216	\$4,324	\$4,432	\$4,540	\$4,656	\$4,771	\$4,892
54	Communications & Marketing Specialist I Senior Administrative Assistant	\$4,015	\$4,114	\$4,216	\$4,324	\$4,432	\$4,540	\$4,656	\$4,771	\$4,892	\$5,012
55	Business License Officer Code Services Officer Fire Administrative Specialist RecordsLegal Technician	\$4,114	\$4,216	\$4,324	\$4,432	\$4,540	\$4,656	\$4,771	\$4,892	\$5,012	\$5,138
56	Engineering Assistant Public Works Office Coordinator	\$4,216	\$4,324	\$4,432	\$4,540	\$4,656	\$4,771	\$4,892	\$5,012	\$5,138	\$5,266
57	Accounting Specialist Circulation Services Supervisor Revenue Collection Specialist	\$4,324	\$4,432	\$4,540	\$4,656	\$4,771	\$4,892	\$5,012	\$5,138	\$5,266	\$5,397
58		\$4,432	\$4,540	\$4,656	\$4,771	\$4,892	\$5,012	\$5,138	\$5,266	\$5,397	\$5,532

CITY OF ARCADIA SALARY RANGE
JULY 1, 2015 - JUNE 30, 2016
ACEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
59	Historical Museum Curator Information Systems Specialist Librarian I	\$4,540	\$4,656	\$4,771	\$4,892	\$5,012	\$5,138	\$5,266	\$5,397	\$5,532	\$5,671
60	Communications & Marketing Specialist II Deputy City Clerk	\$4,656	\$4,771	\$4,892	\$5,012	\$5,138	\$5,266	\$5,397	\$5,532	\$5,671	\$5,813
61		\$4,771	\$4,892	\$5,012	\$5,138	\$5,266	\$5,397	\$5,532	\$5,671	\$5,813	\$5,958
62	Assistant Planner Combination Inspector Public Works Inspector Senior Engineering Assistant	\$4,892	\$5,012	\$5,138	\$5,266	\$5,397	\$5,532	\$5,671	\$5,813	\$5,958	\$6,108
63		\$5,012	\$5,138	\$5,266	\$5,397	\$5,532	\$5,671	\$5,813	\$5,958	\$6,108	\$6,260
64	Accountant Fire Inspector Librarian II	\$5,138	\$5,266	\$5,397	\$5,532	\$5,671	\$5,813	\$5,958	\$6,108	\$6,260	\$6,416
65		\$5,266	\$5,397	\$5,532	\$5,671	\$5,813	\$5,958	\$6,108	\$6,260	\$6,416	\$6,577
66	Assistant Engineer Associate Planner Senior Combination Inspector	\$5,397	\$5,532	\$5,671	\$5,813	\$5,958	\$6,108	\$6,260	\$6,416	\$6,577	\$6,742
67		\$5,532	\$5,671	\$5,813	\$5,958	\$6,108	\$6,260	\$6,416	\$6,577	\$6,742	\$6,911
68		\$5,671	\$5,813	\$5,958	\$6,108	\$6,260	\$6,416	\$6,577	\$6,742	\$6,911	\$7,083
69		\$5,813	\$5,958	\$6,108	\$6,260	\$6,416	\$6,577	\$6,742	\$6,911	\$7,083	\$7,261
70	Associate Civil Engineer	\$5,958	\$6,108	\$6,260	\$6,416	\$6,577	\$6,742	\$6,911	\$7,083	\$7,261	\$7,442
71		\$6,108	\$6,260	\$6,416	\$6,577	\$6,742	\$6,911	\$7,083	\$7,261	\$7,442	\$7,629
72		\$6,260	\$6,416	\$6,577	\$6,742	\$6,911	\$7,083	\$7,261	\$7,442	\$7,629	\$7,818
73	Principal Librarian Senior Planner	\$6,416	\$6,577	\$6,742	\$6,911	\$7,083	\$7,261	\$7,442	\$7,629	\$7,818	\$8,013

EXHIBIT A
CITY OF ARCADIA SALARY RANGE
JULY 1, 2016 - JUNE 30, 2017
ACEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
42	Library Technician I	\$3,046	\$3,120	\$3,200	\$3,279	\$3,361	\$3,446	\$3,533	\$3,622	\$3,711	\$3,805
43	Accounting Technician I	\$3,120	\$3,200	\$3,279	\$3,361	\$3,446	\$3,533	\$3,622	\$3,711	\$3,805	\$3,898
44		\$3,200	\$3,279	\$3,361	\$3,446	\$3,533	\$3,622	\$3,711	\$3,805	\$3,898	\$3,995
45	Office Assistant	\$3,279	\$3,361	\$3,446	\$3,533	\$3,622	\$3,711	\$3,805	\$3,898	\$3,995	\$4,095
46	Library Technician II Museum Education Coordinator	\$3,361	\$3,446	\$3,533	\$3,622	\$3,711	\$3,805	\$3,898	\$3,995	\$4,095	\$4,196
47	Accounting Technician II Information & Referral Coordinator Recreation Coordinator Senior Citizens Project Specialist	\$3,446	\$3,533	\$3,622	\$3,711	\$3,805	\$3,898	\$3,995	\$4,095	\$4,196	\$4,300
48		\$3,533	\$3,622	\$3,711	\$3,805	\$3,898	\$3,995	\$4,095	\$4,196	\$4,300	\$4,410
49	Administrative Assistant Senior Citizens Program Specialist	\$3,622	\$3,711	\$3,805	\$3,898	\$3,995	\$4,095	\$4,196	\$4,300	\$4,410	\$4,521
50	Building Technician I	\$3,711	\$3,805	\$3,898	\$3,995	\$4,095	\$4,196	\$4,300	\$4,410	\$4,521	\$4,631
51		\$3,805	\$3,898	\$3,995	\$4,095	\$4,196	\$4,300	\$4,410	\$4,521	\$4,631	\$4,749
52	Senior Library Technician	\$3,898	\$3,995	\$4,095	\$4,196	\$4,300	\$4,410	\$4,521	\$4,631	\$4,749	\$4,866
53	Senior Accounting Technician	\$3,995	\$4,095	\$4,196	\$4,300	\$4,410	\$4,521	\$4,631	\$4,749	\$4,866	\$4,990
54	Building Technician II Communications & Marketing Specialist I Senior Administrative Assistant	\$4,095	\$4,196	\$4,300	\$4,410	\$4,521	\$4,631	\$4,749	\$4,866	\$4,990	\$5,112
55	Business License Officer Code Services Officer Fire Administrative Specialist	\$4,196	\$4,300	\$4,410	\$4,521	\$4,631	\$4,749	\$4,866	\$4,990	\$5,112	\$5,241
56	Records/Legal Technician Engineering Assistant Public Works Office Coordinator	\$4,300	\$4,410	\$4,521	\$4,631	\$4,749	\$4,866	\$4,990	\$5,112	\$5,241	\$5,371
57	Accounting Specialist Circulation Services Supervisor	\$4,410	\$4,521	\$4,631	\$4,749	\$4,866	\$4,990	\$5,112	\$5,241	\$5,371	\$5,505
58	Revenue Collection Specialist	\$4,521	\$4,631	\$4,749	\$4,866	\$4,990	\$5,112	\$5,241	\$5,371	\$5,505	\$5,643

CITY OF ARCADIA SALARY RANGE
JULY 1, 2016 - JUNE 30, 2017
ACEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
59	Historical Museum Curator Information Systems Specialist Librarian I	\$4,631	\$4,749	\$4,866	\$4,990	\$5,112	\$5,241	\$5,371	\$5,505	\$5,643	\$5,784
60	Communications & Marketing Specialist II Deputy City Clerk	\$4,749	\$4,866	\$4,990	\$5,112	\$5,241	\$5,371	\$5,505	\$5,643	\$5,784	\$5,929
61		\$4,866	\$4,990	\$5,112	\$5,241	\$5,371	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077
62	Assistant Planner Combination Inspector Public Works Inspector	\$4,990	\$5,112	\$5,241	\$5,371	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077	\$6,230
63	Senior Engineering Assistant	\$5,112	\$5,241	\$5,371	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077	\$6,230	\$6,385
64	Accountant Fire Inspector Librarian II	\$5,241	\$5,371	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077	\$6,230	\$6,385	\$6,544
65		\$5,371	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077	\$6,230	\$6,385	\$6,544	\$6,709
66	Assistant Engineer Associate Planner Senior Combination Inspector	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077	\$6,230	\$6,385	\$6,544	\$6,709	\$6,877
67		\$5,643	\$5,784	\$5,929	\$6,077	\$6,230	\$6,385	\$6,544	\$6,709	\$6,877	\$7,049
68		\$5,784	\$5,929	\$6,077	\$6,230	\$6,385	\$6,544	\$6,709	\$6,877	\$7,049	\$7,225
69		\$5,929	\$6,077	\$6,230	\$6,385	\$6,544	\$6,709	\$6,877	\$7,049	\$7,225	\$7,406
70	Associate Civil Engineer	\$6,077	\$6,230	\$6,385	\$6,544	\$6,709	\$6,877	\$7,049	\$7,225	\$7,406	\$7,591
71		\$6,230	\$6,385	\$6,544	\$6,709	\$6,877	\$7,049	\$7,225	\$7,406	\$7,591	\$7,782
72		\$6,385	\$6,544	\$6,709	\$6,877	\$7,049	\$7,225	\$7,406	\$7,591	\$7,782	\$7,974
73	Principal Librarian Senior Planner	\$6,544	\$6,709	\$6,877	\$7,049	\$7,225	\$7,406	\$7,591	\$7,782	\$7,974	\$8,173

EXHIBIT A
CITY OF ARCADIA SALARY RANGE
JULY 1, 2017 - JUNE 30, 2018
ACEA - 2.5% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
42	Library Technician I	\$3,122	\$3,198	\$3,280	\$3,361	\$3,445	\$3,532	\$3,621	\$3,713	\$3,804	\$3,900
43	Accounting Technician I	\$3,198	\$3,280	\$3,361	\$3,445	\$3,532	\$3,621	\$3,713	\$3,804	\$3,900	\$3,995
44		\$3,280	\$3,361	\$3,445	\$3,532	\$3,621	\$3,713	\$3,804	\$3,900	\$3,995	\$4,095
45	Office Assistant	\$3,361	\$3,445	\$3,532	\$3,621	\$3,713	\$3,804	\$3,900	\$3,995	\$4,095	\$4,197
46	Library Technician II Museum Education Coordinator	\$3,445	\$3,532	\$3,621	\$3,713	\$3,804	\$3,900	\$3,995	\$4,095	\$4,197	\$4,301
47	Accounting Technician II Information & Referral Coordinator Recreation Coordinator	\$3,532	\$3,621	\$3,713	\$3,804	\$3,900	\$3,995	\$4,095	\$4,197	\$4,301	\$4,408
48	Senior Citizens Project Specialist	\$3,621	\$3,713	\$3,804	\$3,900	\$3,995	\$4,095	\$4,197	\$4,301	\$4,408	\$4,520
49	Administrative Assistant Senior Citizens Program Specialist	\$3,713	\$3,804	\$3,900	\$3,995	\$4,095	\$4,197	\$4,301	\$4,408	\$4,520	\$4,634
50	Building Technician I	\$3,804	\$3,900	\$3,995	\$4,095	\$4,197	\$4,301	\$4,408	\$4,520	\$4,634	\$4,747
51		\$3,900	\$3,995	\$4,095	\$4,197	\$4,301	\$4,408	\$4,520	\$4,634	\$4,747	\$4,868
52	Senior Library Technician	\$3,995	\$4,095	\$4,197	\$4,301	\$4,408	\$4,520	\$4,634	\$4,747	\$4,868	\$4,988
53	Senior Accounting Technician	\$4,095	\$4,197	\$4,301	\$4,408	\$4,520	\$4,634	\$4,747	\$4,868	\$4,988	\$5,115
54	Building Technician II Communications & Marketing Specialist I Senior Administrative Assistant	\$4,197	\$4,301	\$4,408	\$4,520	\$4,634	\$4,747	\$4,868	\$4,988	\$5,115	\$5,240
55	Business License Officer Code Services Officer Fire Administrative Specialist Records/Legal Technician	\$4,301	\$4,408	\$4,520	\$4,634	\$4,747	\$4,868	\$4,988	\$5,115	\$5,240	\$5,372
56	Engineering Assistant Public Works Office Coordinator	\$4,408	\$4,520	\$4,634	\$4,747	\$4,868	\$4,988	\$5,115	\$5,240	\$5,372	\$5,505
57	Accounting Specialist Circulation Services Supervisor Revenue Collection Specialist	\$4,520	\$4,634	\$4,747	\$4,868	\$4,988	\$5,115	\$5,240	\$5,372	\$5,505	\$5,643
58		\$4,634	\$4,747	\$4,868	\$4,988	\$5,115	\$5,240	\$5,372	\$5,505	\$5,643	\$5,784

CITY OF ARCADIA SALARY RANGE
JULY 1, 2017 - JUNE 30, 2018
ACEA - 2.5% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
59	Historical Museum Curator Information Systems Specialist Librarian I	\$4,747	\$4,868	\$4,988	\$5,115	\$5,240	\$5,372	\$5,505	\$5,643	\$5,784	\$5,929
60	Communications & Marketing Specialist II Deputy City Clerk	\$4,868	\$4,988	\$5,115	\$5,240	\$5,372	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077
61	Assistant Planner	\$4,988	\$5,115	\$5,240	\$5,372	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077	\$6,229
62	Combination Inspector Public Works Inspector Senior Engineering Assistant	\$5,115	\$5,240	\$5,372	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077	\$6,229	\$6,386
63	Accountant Fire Inspector Librarian II	\$5,240	\$5,372	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077	\$6,229	\$6,386	\$6,545
64		\$5,372	\$5,505	\$5,643	\$5,784	\$5,929	\$6,077	\$6,229	\$6,386	\$6,545	\$6,708
65		\$5,505	\$5,643	\$5,784	\$5,929	\$6,077	\$6,229	\$6,386	\$6,545	\$6,708	\$6,877
66	Assistant Engineer Associate Planner Senior Combination Inspector	\$5,643	\$5,784	\$5,929	\$6,077	\$6,229	\$6,386	\$6,545	\$6,708	\$6,877	\$7,049
67		\$5,784	\$5,929	\$6,077	\$6,229	\$6,386	\$6,545	\$6,708	\$6,877	\$7,049	\$7,225
68		\$5,929	\$6,077	\$6,229	\$6,386	\$6,545	\$6,708	\$6,877	\$7,049	\$7,225	\$7,406
69		\$6,077	\$6,229	\$6,386	\$6,545	\$6,708	\$6,877	\$7,049	\$7,225	\$7,406	\$7,591
70	Associate Civil Engineer	\$6,229	\$6,386	\$6,545	\$6,708	\$6,877	\$7,049	\$7,225	\$7,406	\$7,591	\$7,781
71		\$6,386	\$6,545	\$6,708	\$6,877	\$7,049	\$7,225	\$7,406	\$7,591	\$7,781	\$7,977
72		\$6,545	\$6,708	\$6,877	\$7,049	\$7,225	\$7,406	\$7,591	\$7,781	\$7,977	\$8,173
73	Principal Librarian Senior Planner	\$6,708	\$6,877	\$7,049	\$7,225	\$7,406	\$7,591	\$7,781	\$7,977	\$8,173	\$8,377


LETTER OF AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
ARCADIA CITY EMPLOYEES ASSOCIATION


The City of Arcadia and the Arcadia City Employees Association (ACEA) agree to amend Article VIII, Section A, Stability Pay/Longevity Pay of the 2011-2014 MOU as follows:

Section A. STABILITY PAY

Stability Pay is applicable only to employees who were hired prior to January 1, 1984. The plan pays \$25 per year for each year of consecutive service up to a maximum of twenty years (20) of service, where the maximum attainable is \$500.

Cash Stability payments are made once a year between December 1, and December 10, only to employees on the payroll as of December 1. Stability Payments will be paid on a pro-rata basis to employees that retire or are laid off prior to December 1, provided they meet all eligibility requirements.

 8-3-11
Shelly Polifka Date
ACEA President

 8/17/11
Don Penman Date
City Manager

LETTER OF AGREEMENT

BETWEEN

THE CITY OF ARCADIA

AND

ARCADIA CITY EMPLOYEES ASSOCIATION

The City of Arcadia and the Arcadia City Employees Association (ACEA) agree to amend Article XVI "Leaves of Absence" of the 2014-18 ACEA MOU by amending Section E. Sick Leave as follows:

Section E. Sick Leave

1. Every full-time employee represented by this agreement shall accrue paid sick leave beginning with the first full pay period of employment on the basis of 3.693 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 96 hours.

Paid sick leave will carry over each year of employment. Employees may accumulate up to a maximum of 1,500 hours of sick leave with pay.

2. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled work day, of paid sick leave in a year of employment. The *City Manager* or designee may require a medical examination by a physician after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled work day, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity. If the City requests medical certification, the request for the certification shall be made prior to the employee's return to work.

For leave pertaining to an employee who is a victim of domestic violence, sexual assault, or stalking, the City Manager or designee may request certification for unscheduled absences beginning on the first day of paid sick leave.

3. Except as provided hereinafter, sick leave means paid authorized absence from duty of an employee due to one of the following:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee;
- Diagnosis, care, or treatment of an existing health condition of, or preventive care, for an employee's family member includes parent (biological, adoptive, foster parent, step parent, legal guardian or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent; or
- For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).

An employee will make a reasonable effort to schedule medical appointments during non-working hours.

Employees that are injured on duty, and the injury is recognized as such by the City or the WCAB, and not eligible to receive salary to supplement workers' compensation temporary disability benefits under Section J of this Article, may request that accrued sick leave be paid to supplement workers' compensation disability payments.

4. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section E. 3, an employee may use up to one-half of his/her annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner.
5. In case of absence due to illness, if the paid sick leave is foreseeable, the employee shall notify his/her department within reasonable advance notice and explain the nature of the illness. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave

as soon as possible. The minimum increment of use of paid sick leave shall be 30 (thirty) minutes.

The appointing power and *City Manager* may discipline an employee if sick leave is used for an inappropriate purpose.

6. If an employee separates from employment with the City and is rehired within one year from separation, up to 48 hours or 6 days, whichever is greater depending on the employee's regular scheduled work day, of accrued and unused sick leave will be reinstated.
7. Part-time employees who work forty (40) or more hours in a pay period shall receive sick leave under the same conditions as full-time employees on the basis of one-half the level of full-time employees (1.847 hours) for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater.

Due to system constraints, part-time employees who work sixty (60) or more hours in a pay period shall continue to receive sick leave under the same conditions on the basis of 1.847 hours for each pay period of service. Semi-annually, hours will be reviewed to determine whether additional accrual of hours need to be adjusted to comply with 1 hour for every 30 hours worked.

The maximum accrual per year is 48 hours.

8. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

Full-Time:


0 to 29 hours:	No accrual
30 to 39 hours:	1 hour
40 and above:	3.693 hours

Part-Time:

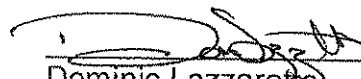
0 to 29 hours:	No accrual
30 to 39 hours:	1 hour
40 and above:	1.847 hours

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may

be converted to retirement service credits, as may be permitted under applicable retirement system laws and regulations.


Shelly Polifka
ACEA President

6-1-15
Date


Dominic Lazzaretto
City Manager

6/29/15
Date

LETTER OF AGREEMENT

BETWEEN

THE CITY OF ARCADIA

AND

ARCADIA CITY EMPLOYEES ASSOCIATION

The City of Arcadia and the Arcadia City Employees Association (ACEA) agree to amend Article XV "Uniforms" of the 2014-18 ACEA MOU by incorporating Section D. as follows:

ARTICLE XV UNIFORMS

Section A. Upon hire, the City shall provide the following employees with five (5) shirts:

- Public Works Inspector*
- Code Services Officer*
- Combination Inspector*

Upon hire, the City shall provide the following employees with four (4) sets of uniforms consisting of long sleeve shirt, short sleeve shirt, pants/skirt, cross-tie/tie, and one sweater or one medium weight uniform jacket.

- Fire Inspector*
- Fire Administration Specialist*
- Administrative Assistant (assigned to the Fire)*

Uniforms shall be replaced on an as needed basis, pursuant to department procedures.

All employees represented by this MOU shall receive one (1) Polo shirt yearly.

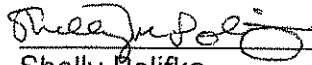
Section B. Upon termination of employment the employee shall turn in all uniforms issued or shall have a dollar amount equal to the lost uniform cost deducted from the employee's final check.

Section C. The City shall provide a safety shoe allowance up to a maximum of \$125 per fiscal year for each employee in the following classifications: *Combination Inspector, Code Services Officer, Fire Inspector, and Public Works Inspector.*

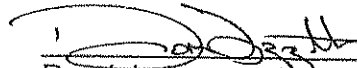
The City shall designate safety shoe standards for the above classifications. A purchase order, not to exceed the maximum fiscal year amount referred to above, shall be provided upon the employee's request.

Once the employee has purchased safety shoes in this manner, the safety shoe shall be required footwear. Wearing of safety shoes is limited to City work hours.

Section D. For the duration of the Agreement, Uniforms shall be provided to employees currently receiving uniforms under the same conditions specified in the City's present Memorandum of Understanding. The City shall continue to report an amount up to \$168.00 per year to CalPERS as special compensation for Uniform Allowance to the extent permitted by law. "New Members" as defined under the Public Employee's Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.


Shelly Polifka
ACEA President

6-1-15
Date


Dominic Lazzaretto
City Manager

6/29/15
Date

LETTER OF AGREEMENT

BETWEEN

THE CITY OF ARCADIA

AND

ARCADIA CITY EMPLOYEES ASSOCIATION

The City of Arcadia and the Arcadia City Employees Association (ACEA) agree to amend Article XVI "Leaves of Absence" of the 2014-18 ACEA MOU by amending Section G. Holidays as follows:

1. Each employee in a classification represented by this MOU shall be allowed the following holidays with pay:

New Year's Day.....	January 1
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day.....	July 4
Labor Day.....	The first Monday in September
Veteran's Day.....	November 11
Thanksgiving Day.....	The fourth Thursday in November
Day after Thanksgiving Day.....	The Friday following the fourth Thursday in November
Christmas Eve.....	December 24 (4 hours)
Christmas Day.....	December 25
New Year's Eve.....	December 31 (4 hours)

Every day appointed by the City Council for a public fast, thanksgiving or holiday.

2. Whenever:

New Year's Day - January 1;
Independence Day - July 4;
Veteran's Day - November 11; or
Christmas Day - December 25

falls on a Saturday or Sunday, the Friday preceding or the Monday following, respectively, shall be a holiday.

3. In lieu of Citywide holidays to celebrate Dr. Martin Luther King Jr.'s birthday and Admissions Day, full time employees shall receive two (2) eight (8) hour floating holidays to be scheduled by the employee in the same manner as vacation leave. Additionally, full time employees shall receive an eight (8) hour floating holiday for his/her birthday to be scheduled by the employee in the same manner as vacation leave.

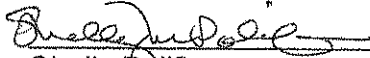
Floating holidays shall not carry over into subsequent fiscal years and failure to schedule a floating holiday in the fiscal year in which it is earned shall result in its loss. If the City adopts Dr. Martin Luther King, Jr.'s birthday as a fixed Citywide holiday or it re-adopts Admission Day as a fixed Citywide holiday, the floating holiday(s) based thereon shall cease and eligible employee shall receive the fixed Citywide holiday(s).


Full time employees in the unit employed on July 1 of the fiscal year shall conditionally accrue twenty-four (24) hours of floating holiday. If the employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is based (Dr. Martin Luther King, Jr.'s birthday, Admission Day and/or the Employee's birthday), said floating holiday leave shall be repaid to the City through payroll deduction. Employees hired after the beginning of the fiscal year shall accrue floating holiday only if the employee is employed before the date on which the floating holiday is based (Dr. Martin Luther King, Jr.'s birthday, Admission day and/or the Employee's birthday). As an example, an employee hired on July 15, whose birthday is August 5, would receive a floating holiday for his birthday, Admission Day and Dr. Martin Luther King, Jr.'s birthday for that fiscal year. However, if that same employee was hired on March 15, the employee would not receive any floating holiday benefit for that fiscal year.

4. An employee required to work or attends a class or function on any holiday allowed to him by this Section shall be paid for the holiday, and in addition, he/she shall be compensated in accordance with FLSA's (Fair Labor Standards Act) applicable overtime rules in calculating regular rate of pay. The regular rate of pay calculation includes Longevity Pay. A holiday allowed by this Section occurring during any leave of absence with pay shall be added to the number of working days' leave of absence to which such employee is entitled.
5. For full-time employees assigned to an alternate work week, and scheduled to work 9 or more hours, but for the holiday would have been scheduled to work 9 or more hours, the employee may use accrued vacation time, accrued comp time, floating holiday time or unpaid leave to make up any difference between the provided nine hours of holiday pay and the actual number of regularly scheduled working hours for a designated holiday. For example, if a holiday falls on a day an employee is scheduled to work ten (10) hours, the employee shall receive nine (9) hours of holiday pay and be permitted to use other accrued leaves to make up the extra hour for that day.
6. For full-time employees assigned to an alternate work week, if a holiday falls on a Friday that City Hall is closed under the 9/80 plan, each employee shall receive an eight (8) hour floating holiday. Floating holiday time is not accruable and not payable if unused. The floating holiday must be used by the end of the fiscal year in which it is granted or it shall be forfeited.

Salary for the holiday shall be paid during the pay period in which the holiday occurs.

7. Represented part-time employees who work more than forty (40) hours in a pay period shall receive holidays in the same manner and under the same conditions as full-time employees at one-half the level of full-time employees.

 6-1-15
Shelly Polifka Date
ACEA President

 6/29/15
Dominic Lazzaretto Date
City Manager

CITY OF ARCADIA MONTHLY SALARY RANGE
APRIL 1, 2014 - JUNE 30, 2015

Revised 7.7.2015

ACEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
60	Business License Officer Communications & Marketing Specialist II Deputy City Clerk	\$ 4,565	\$ 4,677	\$ 4,796	\$ 4,914	\$ 5,037	\$ 5,163	\$ 5,291	\$ 5,424	\$ 5,560	\$ 5,699
61	Assistant Planner	\$ 4,677	\$ 4,796	\$ 4,914	\$ 5,037	\$ 5,163	\$ 5,291	\$ 5,424	\$ 5,560	\$ 5,699	\$ 5,841
62	Combination Inspector Public Works Inspector	\$ 4,796	\$ 4,914	\$ 5,037	\$ 5,163	\$ 5,291	\$ 5,424	\$ 5,560	\$ 5,699	\$ 5,841	\$ 5,988
63	Senior Engineering Assistant	\$ 4,914	\$ 5,037	\$ 5,163	\$ 5,291	\$ 5,424	\$ 5,560	\$ 5,699	\$ 5,841	\$ 5,988	\$ 6,137
64	Accountant Fire Inspector Librarian II	\$ 5,037	\$ 5,163	\$ 5,291	\$ 5,424	\$ 5,560	\$ 5,699	\$ 5,841	\$ 5,988	\$ 6,137	\$ 6,290
65	Assistant Engineer	\$ 5,163	\$ 5,291	\$ 5,424	\$ 5,560	\$ 5,699	\$ 5,841	\$ 5,988	\$ 6,137	\$ 6,290	\$ 6,448
66	Associate Planner Senior Combination Inspector	\$ 5,291	\$ 5,424	\$ 5,560	\$ 5,699	\$ 5,841	\$ 5,988	\$ 6,137	\$ 6,290	\$ 6,448	\$ 6,610
67		\$ 5,424	\$ 5,560	\$ 5,699	\$ 5,841	\$ 5,988	\$ 6,137	\$ 6,290	\$ 6,448	\$ 6,610	\$ 6,775
68		\$ 5,560	\$ 5,699	\$ 5,841	\$ 5,988	\$ 6,137	\$ 6,290	\$ 6,448	\$ 6,610	\$ 6,775	\$ 6,944
69		\$ 5,699	\$ 5,841	\$ 5,988	\$ 6,137	\$ 6,290	\$ 6,448	\$ 6,610	\$ 6,775	\$ 6,944	\$ 7,119
70	Associate Civil Engineer	\$ 5,841	\$ 5,988	\$ 6,137	\$ 6,290	\$ 6,448	\$ 6,610	\$ 6,775	\$ 6,944	\$ 7,119	\$ 7,296
71		\$ 5,988	\$ 6,137	\$ 6,290	\$ 6,448	\$ 6,610	\$ 6,775	\$ 6,944	\$ 7,119	\$ 7,296	\$ 7,479
72		\$ 6,137	\$ 6,290	\$ 6,448	\$ 6,610	\$ 6,775	\$ 6,944	\$ 7,119	\$ 7,296	\$ 7,479	\$ 7,665
73	Principal Librarian Senior Planner	\$ 6,290	\$ 6,448	\$ 6,610	\$ 6,775	\$ 6,944	\$ 7,119	\$ 7,296	\$ 7,479	\$ 7,665	\$ 7,856

JULY 1, 2015 - JUNE 30, 2016

Revised 7.7.2015

ACEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
42	Library Technician I	\$ 2,986	\$ 3,059	\$ 3,137	\$ 3,215	\$ 3,295	\$ 3,378	\$ 3,464	\$ 3,551	\$ 3,638	\$ 3,730
43	Accounting Technician I	\$ 3,059	\$ 3,137	\$ 3,215	\$ 3,295	\$ 3,378	\$ 3,464	\$ 3,551	\$ 3,638	\$ 3,730	\$ 3,822
44		\$ 3,137	\$ 3,215	\$ 3,295	\$ 3,378	\$ 3,464	\$ 3,551	\$ 3,638	\$ 3,730	\$ 3,822	\$ 3,917
45	Office Assistant	\$ 3,215	\$ 3,295	\$ 3,378	\$ 3,464	\$ 3,551	\$ 3,638	\$ 3,730	\$ 3,822	\$ 3,917	\$ 4,015
46	Library Technician II	\$ 3,295	\$ 3,378	\$ 3,464	\$ 3,551	\$ 3,638	\$ 3,730	\$ 3,822	\$ 3,917	\$ 4,015	\$ 4,114
	Museum Education Coordinator										
	Accounting Technician II										
47	Information & Referral Coordinator Recreation Coordinator	\$ 3,378	\$ 3,464	\$ 3,551	\$ 3,638	\$ 3,730	\$ 3,822	\$ 3,917	\$ 4,015	\$ 4,114	\$ 4,216
	Senior Citizens Project Specialist										
48		\$ 3,464	\$ 3,551	\$ 3,638	\$ 3,730	\$ 3,822	\$ 3,917	\$ 4,015	\$ 4,114	\$ 4,216	\$ 4,324
49	Administrative Assistant Senior Citizens Program Specialist	\$ 3,551	\$ 3,638	\$ 3,730	\$ 3,822	\$ 3,917	\$ 4,015	\$ 4,114	\$ 4,216	\$ 4,324	\$ 4,432
50	Building Technician I	\$ 3,638	\$ 3,730	\$ 3,822	\$ 3,917	\$ 4,015	\$ 4,114	\$ 4,216	\$ 4,324	\$ 4,432	\$ 4,540
51		\$ 3,730	\$ 3,822	\$ 3,917	\$ 4,015	\$ 4,114	\$ 4,216	\$ 4,324	\$ 4,432	\$ 4,540	\$ 4,656
52	Senior Library Technician	\$ 3,822	\$ 3,917	\$ 4,015	\$ 4,114	\$ 4,216	\$ 4,324	\$ 4,432	\$ 4,540	\$ 4,656	\$ 4,771
53	Senior Accounting Technician Building Technician II	\$ 3,917	\$ 4,015	\$ 4,114	\$ 4,216	\$ 4,324	\$ 4,432	\$ 4,540	\$ 4,656	\$ 4,771	\$ 4,892
54	Communications & Marketing Specialist I	\$ 4,015	\$ 4,114	\$ 4,216	\$ 4,324	\$ 4,432	\$ 4,540	\$ 4,656	\$ 4,771	\$ 4,892	\$ 5,012
	Senior Administrative Assistant Business License Officer										
55	Code Services Officer Fire Administrative Specialist RecordsLegal Technician	\$ 4,114	\$ 4,216	\$ 4,324	\$ 4,432	\$ 4,540	\$ 4,656	\$ 4,771	\$ 4,892	\$ 5,012	\$ 5,138
56	Engineering Assistant Public Works Office Coordinator	\$ 4,216	\$ 4,324	\$ 4,432	\$ 4,540	\$ 4,656	\$ 4,771	\$ 4,892	\$ 5,012	\$ 5,138	\$ 5,266
57	Accounting Specialist Circulation Services Supervisor Revenue Collection Specialist	\$ 4,324	\$ 4,432	\$ 4,540	\$ 4,656	\$ 4,771	\$ 4,892	\$ 5,012	\$ 5,138	\$ 5,266	\$ 5,397
58		\$ 4,432	\$ 4,540	\$ 4,656	\$ 4,771	\$ 4,892	\$ 5,012	\$ 5,138	\$ 5,266	\$ 5,397	\$ 5,532
59	Historical Museum Curator Information Systems Specialist Librarian I	\$ 4,540	\$ 4,656	\$ 4,771	\$ 4,892	\$ 5,012	\$ 5,138	\$ 5,266	\$ 5,397	\$ 5,532	\$ 5,671

CITY OF ARCADIA MONTHLY SALARY RANGE

JULY 1, 2015 - JUNE 30, 2016

Revised 7.7.2015

ACEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
60	Communications & Marketing Specialist II	\$ 4,656	\$ 4,771	\$ 4,892	\$ 5,012	\$ 5,138	\$ 5,266	\$ 5,397	\$ 5,532	\$ 5,671	\$ 5,813
61	Deputy City Clerk	\$ 4,771	\$ 4,892	\$ 5,012	\$ 5,138	\$ 5,266	\$ 5,397	\$ 5,532	\$ 5,671	\$ 5,813	\$ 5,958
62	Assistant Planner Combination Inspector Public Works Inspector Senior Engineering Assistant	\$ 4,892	\$ 5,012	\$ 5,138	\$ 5,266	\$ 5,397	\$ 5,532	\$ 5,671	\$ 5,813	\$ 5,958	\$ 6,108
63	Accountant	\$ 5,012	\$ 5,138	\$ 5,266	\$ 5,397	\$ 5,532	\$ 5,671	\$ 5,813	\$ 5,958	\$ 6,108	\$ 6,260
64	Fire Inspector Librarian II	\$ 5,138	\$ 5,266	\$ 5,397	\$ 5,532	\$ 5,671	\$ 5,813	\$ 5,958	\$ 6,108	\$ 6,260	\$ 6,416
65	Assistant Engineer Associate Planner Senior Combination Inspector	\$ 5,266	\$ 5,397	\$ 5,532	\$ 5,671	\$ 5,813	\$ 5,958	\$ 6,108	\$ 6,260	\$ 6,416	\$ 6,577
66		\$ 5,397	\$ 5,532	\$ 5,671	\$ 5,813	\$ 5,958	\$ 6,108	\$ 6,260	\$ 6,416	\$ 6,577	\$ 6,742
67		\$ 5,532	\$ 5,671	\$ 5,813	\$ 5,958	\$ 6,108	\$ 6,260	\$ 6,416	\$ 6,577	\$ 6,742	\$ 6,911
68		\$ 5,671	\$ 5,813	\$ 5,958	\$ 6,108	\$ 6,260	\$ 6,416	\$ 6,577	\$ 6,742	\$ 6,911	\$ 7,083
69		\$ 5,813	\$ 5,958	\$ 6,108	\$ 6,260	\$ 6,416	\$ 6,577	\$ 6,742	\$ 6,911	\$ 7,083	\$ 7,261
70	Associate Civil Engineer	\$ 5,958	\$ 6,108	\$ 6,260	\$ 6,416	\$ 6,577	\$ 6,742	\$ 6,911	\$ 7,083	\$ 7,261	\$ 7,442
71		\$ 6,108	\$ 6,260	\$ 6,416	\$ 6,577	\$ 6,742	\$ 6,911	\$ 7,083	\$ 7,261	\$ 7,442	\$ 7,629
72		\$ 6,260	\$ 6,416	\$ 6,577	\$ 6,742	\$ 6,911	\$ 7,083	\$ 7,261	\$ 7,442	\$ 7,629	\$ 7,818
73	Principal Librarian Senior Planner	\$ 6,416	\$ 6,577	\$ 6,742	\$ 6,911	\$ 7,083	\$ 7,261	\$ 7,442	\$ 7,629	\$ 7,818	\$ 8,013

ACEA - 2.0% COLA

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CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2016 - JUNE 30, 2017

Revised 7.7.2015

ACEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
60	Communications & Marketing Specialist II	\$ 4,749	\$ 4,866	\$ 4,990	\$ 5,112	\$ 5,241	\$ 5,371	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929
	Deputy City Clerk	\$ 4,866	\$ 4,990	\$ 5,112	\$ 5,241	\$ 5,371	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077
62	Assistant Planner										
	Combination Inspector Public Works Inspector	\$ 4,990	\$ 5,112	\$ 5,241	\$ 5,371	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,230
63	Senior Engineering Assistant	\$ 5,112	\$ 5,241	\$ 5,371	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,230	\$ 6,385
64	Accountant	\$ 5,241	\$ 5,371	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,230	\$ 6,385	\$ 6,544
	Fire Inspector Librarian II	\$ 5,371	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,230	\$ 6,385	\$ 6,544	\$ 6,709
66	Assistant Engineer	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,230	\$ 6,385	\$ 6,544	\$ 6,709	\$ 6,877
	Associate Planner	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,230	\$ 6,385	\$ 6,544	\$ 6,709	\$ 6,877	\$ 7,049
67	Senior Combination Inspector	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,230	\$ 6,385	\$ 6,544	\$ 6,709	\$ 6,877	\$ 7,049	\$ 7,225
68		\$ 5,929	\$ 6,077	\$ 6,230	\$ 6,385	\$ 6,544	\$ 6,709	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406
69		\$ 6,077	\$ 6,230	\$ 6,385	\$ 6,544	\$ 6,709	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406	\$ 7,591
70	Associate Civil Engineer	\$ 6,230	\$ 6,385	\$ 6,544	\$ 6,709	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406	\$ 7,591	\$ 7,782
71		\$ 6,385	\$ 6,544	\$ 6,709	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406	\$ 7,591	\$ 7,782	\$ 7,974
72		\$ 6,544	\$ 6,709	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406	\$ 7,591	\$ 7,782	\$ 7,974	\$ 8,173
73	Principal Librarian Senior Planner	\$ 6,709	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406	\$ 7,591	\$ 7,782	\$ 7,974	\$ 8,173	\$ 8,385

ACEA - 2.5% COLA

58			\$ 4,634	\$ 4,747	\$ 4,868	\$ 4,988	\$ 5,115	\$ 5,240	\$ 5,372	\$ 5,505	\$ 5,643	\$ 5,784
59	Historical Museum Curator											
	Information Systems Specialist Librarian I		\$ 4,747	\$ 4,868	\$ 4,988	\$ 5,115	\$ 5,240	\$ 5,372	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929

CITY OF ARCADIA MONTHLY SALARY RANGE

JULY 1, 2017 - JUNE 30, 2018

Revised 7.7.2015

ACEA - 2.5% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
60	Communications & Marketing Specialist II	\$ 4,868	\$ 4,988	\$ 5,115	\$ 5,240	\$ 5,372	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077
61	Deputy City Clerk	\$ 4,988	\$ 5,115	\$ 5,240	\$ 5,372	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,229
62	Assistant Planner Combination Inspector Public Works Inspector	\$ 5,115	\$ 5,240	\$ 5,372	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,229	\$ 6,386
63	Senior Engineering Assistant	\$ 5,240	\$ 5,372	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,229	\$ 6,386	\$ 6,545
64	Accountant Fire Inspector Librarian II	\$ 5,372	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,229	\$ 6,386	\$ 6,545	\$ 6,708
65	Assistant Engineer	\$ 5,505	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,229	\$ 6,386	\$ 6,545	\$ 6,708	\$ 6,877
66	Associate Planner Senior Combination Inspector	\$ 5,643	\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,229	\$ 6,386	\$ 6,545	\$ 6,708	\$ 6,877	\$ 7,049
67		\$ 5,784	\$ 5,929	\$ 6,077	\$ 6,229	\$ 6,386	\$ 6,545	\$ 6,708	\$ 6,877	\$ 7,049	\$ 7,225
68		\$ 5,929	\$ 6,077	\$ 6,229	\$ 6,386	\$ 6,545	\$ 6,708	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406
69		\$ 6,077	\$ 6,229	\$ 6,386	\$ 6,545	\$ 6,708	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406	\$ 7,591
70	Associate Civil Engineer	\$ 6,229	\$ 6,386	\$ 6,545	\$ 6,708	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406	\$ 7,591	\$ 7,781
71		\$ 6,386	\$ 6,545	\$ 6,708	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406	\$ 7,591	\$ 7,781	\$ 7,977
72		\$ 6,545	\$ 6,708	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406	\$ 7,591	\$ 7,781	\$ 7,977	\$ 8,173
73	Principal Librarian Senior Planner	\$ 6,708	\$ 6,877	\$ 7,049	\$ 7,225	\$ 7,406	\$ 7,591	\$ 7,781	\$ 7,977	\$ 8,173	\$ 8,377